

COLLEGE WORK-STUDY PROGRAM AGREEMENT

JUL 9 1981

between  
University of California, Davis  
and  
Off-Campus Organization

PETER McNAMÉE, Clerk

*Paula M. Caporale*

This AGREEMENT is entered into this first day of JULY, 1981, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University," and YOLO COUNTY, hereinafter known as the "Organization," a (4) COUNTY, for the purpose of providing work to students eligible to participate in the College Work-Study Program.

W I T N E S S E T H

WHEREAS, the University has applied for a grant by the U.S. Commissioner of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and has been amended by the Higher Education Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6, 1967, and has been amended by the Educational Amendments of 1972, Public Law 92-318, the Educational Amendments of 1976, Public Law 94-482, and the Educational Amendments of 1980, Public Law 96-374, to stimulate and promote the part-time employment of students particularly those with great financial need, who are in need of earnings from such employment in order to pursue courses of study at institutions of higher education such as the University; and,

WHEREAS, the University and the Organization desire that certain of the University's students engage in work for public and certified tax exempt private nonprofit organizations under the Work-Study Program authorized by the Act; and,

WHEREAS, the Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement shall supersede any and all prior agreements between the University and the Organization regarding the operation of a Work-Study Program under the provisions of the College Work-Study Program.

2. The University shall be deemed the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It shall also determine that the student meet the eligibility requirements for employment under the College Work-Study Program, refer students to work for the Organization, and determine that the students do perform their work in fact. The Organization's right shall be limited to direction of the details and means by which the result is to be accomplished.

3. The University further agrees to use its best efforts to supply students of proper capability but in no event shall be liable to the Organization for their acts of commission or omission.



4. The University of California does not discriminate on the basis of race, color, national origin, religion, sex or handicap in violation of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973; nor does the University discriminate against any employee or applicants for employment on the basis of their age or veteran's status in violation of the Age Discrimination in Employment Act of 1967 or Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. No student shall be denied participation in the Work-Study Program in violation of such laws.

5. The Organization shall use the services of students furnished by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. The general services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A."

6. This agreement shall be subject to the availability of funds to the University for the student's compensation not to be paid by the Organization. It shall also be subject to the provisions contained in the Federal statutes and regulations governing the College Work-Study Program cited above, and this agreement, in its entirety, as now amended, or from time to time amended, shall be subject to regulations implementing said legislation.

7. The work performed by such students shall be in the public interest and shall not:

- a. Displace employed workers, impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike.

- b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or party office.

- c. Involve any lobbying on the Federal level.

- d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

8. It is agreed that neither the University nor the Organization shall have any obligation to provide transportation for students to and from their work assignments or for compensation in lieu thereof.

9. The Organization agrees to:

- a. Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Organization procedures.

- b. Provide the student with an explanation of his/her duties, performance requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.

- c. Supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of the University.

d. Ensure that none of the student employees under this agreement will work in any week for longer than forty hours unless such employee receives compensation for employment at a rate of one and one-half times the regular rate at which the employee is paid.

e. Make a report to the University of time worked by students participating in the program, indicating the total hours actually worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly.

f. Reimburse the University for at least twenty percent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with the University in writing. The reimbursement to the University shall not be requested more often than on a monthly basis.

g. Reimburse the University for 100% of any compensation earned in excess of the maximum eligibility of the student.

10. Compensation to be paid to the students participating in the program will be appropriate, reasonable and in line with wages paid to other persons in the same geographical location who are performing jobs of an identical or similar nature and should be appropriate also with regard to wage rates of permanent agency employees who are performing similar tasks. Rate of compensation shall be subject to approval by the University and will not be less than the current Federal minimum wage as mandated by Section 6(a) of the Fair Labor Standards Act of 1938.

11. Compensation of students for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State Social Security laws, or under other applicable laws, will be made--by the University. Fringe benefits, including holiday pay, sick leave, vacation, overtime for hours worked in excess of forty per week, may not be counted as part of the wage rate nor included when determining the Federal share.

12. It is agreed that the University either on its own initiative or at the request of the Organization shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.

13. The University can discharge a student from Work-Study employment if s/he ceases to be enrolled in less than a half-time unit course load.

14. The University can require the student to terminate Work-Study employment due to his/her receiving other financial resources which exceed the student's financial need. This may be necessary without prior notice, although the University will attempt to notify the Organization in advance.

15. To the extent authorized by law, the Organization and the University herein conjointly agree to mutually indemnify, hold harmless, and defend the other, its officers, agents and employees from all liability, claims, losses, demands and actions for injury to or death of persons or damage to property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Organization or the University, or any participant hereunder, resulting from the conduct, negligent or otherwise, of the Organization, the University, their agents, employees, or of any participant in the performance of this agreement.

16. The Organization shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63," naming as an additional insured in connection with the Organization's activities, the University, but only with respect to such liabilities as may arise out of the Organization's activities hereunder. The Organization's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University.

The University shall maintain at all times during the performance of this agreement public and property damage liability and insurance or equivalent self-insurance in a minimum amount for each occurrence as specified under "Service Agreements Paragraph 2, a. and b. of Business and Finance Bulletin--63," naming as an additional insured in connection with the University's activities, the Organization but only with respect to such liabilities as may arise out of the University's activities hereunder. The University's insurer or administrator of self-insurance shall agree that the above coverages shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the Organization except that the above provisions shall not apply with respect to the negligence of the Organization.

17. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

18. This agreement shall terminate on the thirtieth day of June, 1982, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY

Marilyn Rush  
Marilyn Rush  
Research Officer

BY

Robert M. Blank

Chairman, Board of Supervisors

ATTEST: PETER McNAMEE, COUNTY CLERK

BY



The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 26103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

Charles M. Cooper  
Deputy

County Counsel  
of Yolo County

Please use this form to update your last Exhibit "A" (which has been included for your reference). Return one copy with your signed Agreement and retain the second copy for your office record.

EXHIBIT "A"

Name of Organization with which written College Work-Study Program Agreement has been made:

COUNTY OF YOLO

NAME OF ORGANIZATION

COURTHOUSE, ROOM 102

ADDRESS

WOODLAND, CALIFORNIA 95695

CITY

NAME OF DIRECTOR OR PRESIDENT

DENNIS P. ARZAGA

ORGANIZATION'S CONTACT PERSON  
FOR THE WORK-STUDY PROGRAM

A general job description of work activities in which the student will be engaged:

STUDENT AIDE  
\$3.10 MINIMUM

Hourly Wage \$3.62

Number of Students 3-5

Under close direction and supervision, the student/s will: assist in a wide variety of

administrative and professional tasks in one

of various County Departments; these students

will provide research assistance, write reports

and make recommendations on matters under study.

## COUNTY OF YOLO

## Subgrant Signature Sheet

Title (Various - To be Allocated)

Agreement/  
Subgrant No.

81-147

Grantor (PRIME SPONSOR)  
COUNTY OF YOLO, a political subdivision  
of the State of CaliforniaSubgrantee  
Self Directed Placement CorporationThis SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The SelfDirected Placement Corporation hereinafter referred to as SUBGRANTEE.  
The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Self Directed Placement Corporation

JUL 16 1981

MAILING ADDRESS : 3010 Cowley Way

PETER McNAMEE, Clerk

By Amara M. Galena, Deputy

CITY &amp; STATE : San Diego, CA 92117

PHONE : (714) 276-9450

PROGRAM DIRECTOR : Carole E. Ickes

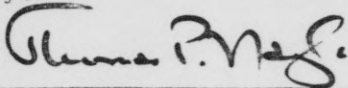
County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$180,000

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



Name and Title

THOMAS P. NAGLE  
CHIEF EXECUTIVE OFFICER

Date

6-23-81

By Signature



Name and Title

Robert N. Black, Chairman  
Board of Supervisors

Date

JUL - 7 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October 1980,  
by and between the County of Yolo, a political subdivision, hereinafter called  
PRIME SPONSOR or County, and the Self Directed Placement  
Corporation hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
  - (a) Compliance with plans and assurances.
  - (b) Compliance with Part 676 of the Regulations.
  - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
  - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
  - (e) Advising all participants of their rights and responsibilities



prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Self Directed Placement Corporation is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678, 679 and 680
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

*(h) statement of Wk  
(i) special provision  
have been  
deleted*

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by  
3 PRIME SPONSOR perform the services described in the attachments listed  
4 above under Subgrant which are subject to all the terms, conditions,  
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1980,  
8 and shall end September 30, 1981, as set forth on the  
9 Signature Sheet. Grant funds may not, without advance written approval  
10 by PRIME SPONSOR, be obligated before the beginning of the term or after  
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary  
14 costs incurred in the performance of this contract in accordance with  
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$180,000,  
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall  
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each  
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a  
22 claim itemizing all expenditures made pursuant to this  
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his  
25 designee, shall review that claim, may review the records,  
26 books of account, trial balance and vouchers of SUBGRANTEE,  
27 and shall approve the claim to the extent that SUBGRANTEE  
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME  
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to  
6 books, financial records, supporting documents, statistical records,  
7 personnel, property, participant, and all other pertinent records  
8 sufficient to reflect properly, (a) all direct and indirect costs of  
9 whatsoever nature claimed to have been incurred and anticipated to  
10 be incurred to perform this contract, and (b), all costs incurred by  
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including  
12 but not limited to situations where PRIME SPONSOR pays wages,  
13 allowances, or other benefits to participants or other contractors  
14 based on SUBGRANTEE's reporting of hours worked, training attended,  
15 or services provided, and (c) all other matters covered by this  
16 SUBGRANT for which the maintenance and retention of records is  
17 required by law, including but not limited to U. S. GSA Federal  
18 Management Circular 74-4, and regulations of the U.S. Department of  
19 Labor, including but not limited to CFR §676.35 and 41 CFR  
20 §29-70.203. The obligation to maintain and preserve records shall  
21 not be diminished by any instructions or advice given by PRIME  
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to  
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to  
26 this SUBGRANT (a) until the expiration of three (3) years from the  
27 date of final payment to SUBGRANTEE under this SUBGRANT except that  
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)  
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any  
4 litigation or audit is begun or a claim is instituted involving the  
5 records, SUBGRANTEE shall retain the records beyond the retention  
6 period until the litigation, audit findings, or audit findings, or  
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current  
10 basis in conjunction with the Program, an adequate accrual system of  
11 accounting covering all costs, items and expenditures with respect  
12 to the Program, in accordance with generally accepted accounting  
13 principles and standards, and in accordance with requirements of the  
14 general government and any PRIME SPONSOR requirements as set forth  
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case  
16 where a fixed unit cost for reimbursement is specified in this  
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or  
20 United States Federal Department of Labor or any of their duly  
21 authorized representatives thereof, shall until expiration of three  
22 (3) years after final payment under this SUBGRANT, or any longer  
23 period as required by applicable law, have access to and the right  
24 to examine its offices, and facilities engaged in performance of  
25 this SUBGRANT and all its records with respect to all matters covered  
26 by this SUBGRANT, including the right to audit, examine and make  
27 excerpts of transcripts and from such records to make audit of all  
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions  
2 of employment, material and all other data relating to matters  
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees  
4 that the PRIME SPONSOR and/or United States Federal Department of  
5 Labor or any of their duly authorized representatives has the right  
6 to make unannounced visits to the SUBGRANTEES facilities to observe,  
7 audit and/or monitor all conditions and activities involved in the  
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time  
11 records, invoices, contracts, or vouchers or other official documen-  
12 tation evidencing in proper detail the nature and the propriety of  
13 the charge. All checks, payrolls, accounting documents, pertaining  
14 in whole or part of this contract shall be clearly identified and  
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-  
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under  
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation  
21 of any nature with respect to any information or data furnished to  
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct  
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions  
28 of this SUBGRANT.



(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) through any cause SUBGRANTEE shall fail to fulfill in timely  
2 and proper manner its obligations under this Agreement.  
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations  
4 of this Agreement.  
5 (3) If the grant from the U. S. Department of Labor under which this  
6 Agreement is made is terminated.  
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-  
8 tional conditions as may be lawfully applied by the U. S.  
9 Department of Labor to the grant under which this Agreement is  
10 made. SUBGRANTEE shall not be relieved of liability to PRIME  
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any  
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may  
13 withhold any reimbursement to SUBGRANTEE for the purpose of  
14 setoff until such time as the exact amount of damages due PRIME  
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written  
18 notice to the other party of such termination and specifying the  
19 effective date thereof, at least 30 days before the effective date of  
20 such termination. If the SUBGRANT is terminated as provided herein,  
21 SUBGRANTEE will be paid an amount which the same ratio to the total  
22 compensation as the service actually performed bears to the total  
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of  
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this  
27 SUBGRANT shall not be affected thereby, if such remainder would then  
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment  
2 of said persons, including hours, wages, working conditions, disci-  
3 pline, hiring and discharging or any other terms of employment or  
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME  
5 SPONSOR shall have no right or authority over said persons or the  
6 terms of such employment, except as required by CETA or regulations  
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby  
9 expressly assumes and accepts exclusive liability as an employer under  
10 the Federal Insurance Contributions Act, the Federal Unemployment  
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation  
12 Act, or any other Federal or State laws or acts which in any way  
13 affect or relate to the relationship of employer and employee, and  
14 shall be liable for any Social Security, Unemployment Compensation  
15 or other taxes or penalties arising or levied by reason of the  
16 employment of such persons employed by it. PRIME SPONSOR shall not  
17 be liable for any worker's compensation or other benefits accruing  
18 under any Federal or State law or acts to any persons employed by  
19 the said SUBGRANTEE under this Agreement, but such liability, if  
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-  
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall  
24 be made on forms approved by PRIME SPONSOR and shall contain all data  
25 and information concerning both quality and quantity of program perfor-  
26 mance required by PRIME SPONSOR. Each report shall set forth the extent  
27 to which the Program Performance Goals have been met and shall explain  
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed prorata portion of the entire  
2 budget category for the term of this program and shall explain in detail  
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein  
6 that SUBGRANTEE has failed to comply with any provision of this  
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE  
9 a written notice setting forth the nature of SUBGRANTEE's non-  
10 compliance and a procedure whereby SUBGRANTEE and its officers or  
11 responsible employees may have an opportunity to meet with the PRIME  
12 SPONSOR for the purposes of considering the need for and nature of  
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set  
15 forth specific directions for corrective action and a detailed  
16 timetable for implementing the specific directions for reporting to  
17 PRIME SPONSOR as to implementation. The order shall be served on  
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,  
20 or if it shall fail to do so within the timetable set for implemen-  
21 tation, the PRIME SPONSOR may recommend that the Governing Body  
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-  
24 ments of this SUBGRANT, such as those requiring the timely submission  
25 of all periodic reports, and if such failure shall not be suggestive  
26 of other apparent misfeasance, malfeasance, or nonfeasance, the  
27 PRIME SPONSOR shall be empowered, without consultation with the  
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried  
2 forward, program income of report quarter, expenditures of program  
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods  
5 set forth in parts (a) and (b) of this section shall be returned  
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization  
9 has been employed or retained to solicit or secure this agreement upon an  
10 agreement or understanding for commission, percentage, brokerage, or  
11 contingency fee. For breach or violation of this covenant the PRIME  
12 SPONSOR shall have the right to annul this agreement without liability or,  
13 at its discretion, to deduct from the compensation or otherwise recover,  
14 the full amount of such commission, percentage, brokerage, or contingency  
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,  
18 regulations and ordinances of the United States, the State of California,  
19 and local governments, and as they are amended during the term of this  
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer  
23 programs, writing sound recordings, pictorial reproductions, drawings or  
24 other graphical representation and works of any similar nature (the term  
25 computer programs includes executable computer programs and supporting  
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-  
27 ment of Labor reserve the right to use, duplicate, and disclose the same,  
28 in whole or in part, in any manner for any purpose whatsoever, and to



1 authorize others to do so. If any material described in the previous  
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States  
3 Federal Department of Labor reserve the right to copyright such and  
4 SUBGRANTEE agrees not to copyright such material. If the material is  
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of  
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to  
7 reproduce, publish, and use such materials, in the whole or in part, and  
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this  
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in  
12 advance of any such intended publication and shall submit four (4) copies  
13 of the materials to be published. Within sixty (60) days after such  
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)  
15 submit to SUBGRANTEE its comments with respect to the materials intended  
16 to be published, or (2) notify SUBGRANTEE that no comments shall be  
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be  
18 submitted, SUBGRANTEE may proceed to publish the materials in the form  
19 in which they have been submitted to PRIME SPONSOR but shall include the  
20 credit statement and the disclaimer set forth below, but without any  
21 further comments. PRIME SPONSOR may also waive use of the credit state-  
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within  
23 ten (10) days after receipt of any such comments, whether or not to revise  
24 the materials to incorporate the comments of PRIME SPONSOR and shall  
25 advise PRIME SPONSOR of its determination within fifteen (15) days after  
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines  
27 not to incorporate any of the comments of PRIME SPONSOR into the text of  
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the  
2 following:

3 (a) A credit reference reading as follows: "The preparation of these  
4 materials was financially assisted through a contract from YOLO  
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-  
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,  
8 and conclusions of this publication are those of the author and not  
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the  
10 United States Federal Department of Labor. YOLO COUNTY and the  
11 United States Federal Department of Labor reserve a royalty-free,  
12 non-exclusive, and irrevocable license to reproduce, publish and  
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.  
15 If SUBGRANTEE wishes to incorporate some or any of the comments of  
16 PRIME SPONSOR in the text of the materials, it shall revise the  
17 materials to be published and resubmit them to PRIME SPONSOR which  
18 shall prepare comments on the resubmitted data within thirty (30)  
19 days after receipt thereof. Within ten (10) days after receipt of  
20 these comments, SUBGRANTEE shall determine whether or not to accept  
21 or adopt any of the comments on the revised materials as resubmitted  
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination  
23 within fifteen (15) days after receipt of the comments of PRIME  
24 SPONSOR. Thereafter, the materials may be published or revised in  
25 accordance with the procedures set forth above in the publication  
26 of materials on which PRIME SPONSOR has submitted its comments to  
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work  
2 shall be fully qualified and shall be authorized under State and  
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be  
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours  
7 of an employee in anticipation of hiring an individual with funds  
8 available under Titles II-D or VI. In addition, no participant  
9 shall be used to fill positions or provide services normally  
10 provided by temporary, part-time, or seasonal workers or contracted  
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any  
12 person into any job funded under TITLES II-D and VI when any other  
13 person is on lay-off from the same or any substantially equivalent  
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and  
16 practices for recruitment, selection, promotion, classification,  
17 compensation, and performance evaluation that are reflective of  
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE  
19 understands that all personnel policies and practices shall be  
20 subject to validation in accordance with the Federal Uniform  
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned  
24 or subcontracted by SUBGRANTEE without the express written consent of the  
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to  
26 assign or subcontract any performance of this agreement without the  
27 express written consent of the PRIME SPONSOR or his designee shall be  
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be



1 limited to, maintaining in full force and effect one or more policies  
2 of insurance insuring against any liability SUBGRANTEE may have for  
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties  
6 hereto for services furnished pursuant to this Agreement. This Agreement  
7 may be modified, altered, or revised only upon the written consent of  
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United  
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set  
12 forth on the Signature Sheet. Wherefore, the parties have executed this  
13 SUBGRANT No. 80-568.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts  
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are  
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO PRIME SPONSOR  
Robert W. Black

(Signature of Authorized Officer)  
Robert N. Black  
Chairman  
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Thomas P. McLaughlin

Signature of Authorized Officer)

6-23 1981

THOMAS P. NAGLE, CHIEF EX. OFFICER

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

SELF DIRECTED PLACEMENT CORPORATION

Name of Subgrantee



Authorized Signature

6-23-81

Date

## ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
  - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
  - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.
  - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
  - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
  - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
  - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
  - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
  - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
  - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
  - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
  - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
  - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,



State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where, sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

SELF DIRECTED PLACEMENT CORP.  
(Legal Name of SUBGRANTEE)

6-23 19 81  
(Date)

Thomas P. Nagle  
(Signature of Authorized Officer)

THOMAS P. NAGLE, CHIEF EX. OFFICER  
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO  
EMPLOYMENT AND TRAINING ADMINISTRATION  
AFFIRMATIVE ACTION PLAN

Approved By:  
Board of Supervisors  
of the County of Yolo  
July 31, 1979

POLICY STATEMENT  
ENGLISH & SPANISH

COUNTY OF YOLO  
EMPLOYMENT AND TRAINING ADMINISTRATION  
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

\_\_\_\_\_  
DAVID D. ROWLANDS, JR.  
County Administrative  
Officer

\_\_\_\_\_  
BETSY A. MARCHAND  
Chairman  
Yolo County Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

### DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

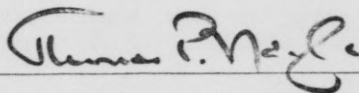
La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.



I. COMPLIANCE STATEMENT

I, THOMAS P. NAGLE, AM RESPONSIBLE FOR  
SELF DIRECTED PLACEMENT CORP. AFFIRMATIVE ACTION PLAN,  
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING  
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT  
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND  
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL  
COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

\_\_\_\_\_  
DAVID D. ROWLANDS, JR.

\_\_\_\_\_  
BETSY A. MARCHAND  
Mesa de Supervisores, Condado de Yolo

Fecha: \_\_\_\_\_

Fecha: \_\_\_\_\_

## STATEMENT OF THE WORK TO BE PERFORMED

### Organization

Self Directed Placement Corporation (SDP) is a private, for profit, California Corporation with main offices in San Diego, California. It has provided training services for public and private agencies since 1974, and currently operates "Job Search" Activities for local governments under the Comprehensive Employment and Training Act (CETA) in a number of areas throughout the county. Activities include training of unskilled, unemployed, or underemployed such as CETA eligibles, welfare recipients, veterans, displaced homemakers, and others; as well as Public Service Employment (PSE) workers seeking unsubsidized employment at the conclusion of their CETA eligibility.

### Job Search Workshop Activity

Self Directed Placement Corporation will offer a group dynamics approach with emphasis on breaking the dependency between subsidized public programs and the individual seeking a job. SDP will stress individual initiative and responsibility and teach a methodology that is applicable for the duration of the individual's life.

Each SDP Job Search Workshop will consist if one week (first week) of extensive classroom instruction followed by three weeks of self-directed job search with participants utilizing the methodology taught in the classroom. Each day will begin at 8:30 a.m., and end at 4:00 p.m., making each day a seven-hour day; comprising a 35-hour work week. This will total a maximum of one hundred forty (140) hours per student, per class, over a four (4) week consecutive period.

SDP will operate job search workshops consisting of extensive classroom instruction and self-directed job search as described above in both the Woodland and East Yolo areas. SDP and PRIME SPONSOR will jointly develop a schedule of classes and referral times in order to facilitate enrollments into the workshop.

Each participant enrolled into the workshop will be provided copyrighted SDP materials for use throughout the training period. Instruction includes, but is not limited to:

- A. How to prospect and find job openings;
- B. Where to look for a particular job;
- C. How to accomplish job location in the shortest time period;
- D. Self-evaluation -- learning what they have to offer an employer;
- E. Evaluating the employer, to better project their talents or skills toward a specific position and/or company;

*Schedule of  
workshops is  
attached*

- F. Learning how to anticipate possible objections to being hired;
- G. Correct job application form writing;
- H. Correct resume writing, when and if needed;
- I. Correct interviewing techniques, with use of a closed circuit TV monitor system;
- J. Instruction in the correct follow-up procedure to an interview;
- K. Appearance and dress, and how they effect the hiring process;
- L. Attitudinal changes to the World of Work; and
- M. Strong motivational approach to convince students they are able to find job openings themselves.

SDP will employ extensive audio visual techniques in the workshop. Pre- and post-mock interviews are conducted for all students. SDP produced video tapes are presented as learning aids during the classroom segments of the program.

Self-directed job search activities will utilize an SDP facility as operating base. Participants will use the methodology of job search taught in the classroom activity which includes various aspects of job prospecting, with particular emphasis on the use of the telephone.

#### Participant Referral and Selection Procedure

PRIME SPONSOR Staff will select appropriate clients for referral to the SDP staff based on the following criteria:

- 1) Not chronic substance abusers;
- 2) Not developmentally disabled;
- 3) Functionally literate;
- 4) Have a functional use of the English language; and
- 5) Possess a sincere desire and willingness to work.

Clients may be unskilled or semi-skilled, and do not necessarily have to have a specific occupational goal. However, in most cases, a general goal area will be defined in the Employment Development Plan prepared by Prime Sponsor staff. It is anticipated that when feasible placements will be reflective of the goal stated in the EDP.

Once individuals have been selected for referral by the Prime Sponsor Staff, they will be referred for a scheduled pre-workshop interview with the SDP staff. This interview will take place 3 - 5 days prior to the beginning of the workshop. Employability Development Plans or some other supporting documentation will be developed for each client referred and will accompany the client to the pre-workshop interview. The scheduling of interviews will be coordinated in advance with the SDP staff. Should SDP staff choose not to select any number of the clients referred, they will notify The Prime at once. The Prime will then initiate additional referrals.

Following the interviews, the SDP staff will inform a designated contact person in each office of those clients selected for program participation. On the first day of class, SDP will inform the Prime Sponsor of any no-shows. Prime Sponsor will attempt to initiate additional referrals during the morning of the first day of class in order to bring enrollments up to the guaranteed minimum. If this is not possible, Prime Sponsor will initiate additional referrals into the next regularly scheduled class.

If at any point throughout the workshop a client is terminated, the counselor or designated person will be contacted immediately regarding the circumstances leading up to the termination. In addition, if at any point, program participants are experiencing any difficulties that the Prime Sponsor staff should be aware of and may assist with, the appropriate staff member would be contacted as soon as possible by SDP staff.

Prime Sponsor staff will provide any additional information and assistance to insure ultimate client success.

#### Reporting of Participant Outcomes

Within 5 working days after a participant has secured employment, SDP will notify the Participant Services Section of the Prime Sponsor in writing so that Prime may complete termination forms. Written notification will include the following:

- 1) Participant name;
- 2) Last date of involvement with JSAP;
- 3) Beginning date of employment;
- 4) Name, address, phone number of employer;
- 5) Name of position secured;
- 6) Dictionary of Occupational Titles Code for position secured;
- 7) Starting wage;
- 8) Hours/week of employment;
- 9) Anticipated duration of employment;
- 10) Any new address, phone, etc. on participant; and
- 11) Whether or not the position secured is related to the CETA training (if applicable).

Should a participant drop out of the JSAP or complete the entire 4 weeks of JSAP without securing unsubsidized employment, SDP shall, within 5 working days provide written notification to the Participant Services Section of the Prime Sponsor. Written notification shall include the following:

- 1) Participant's name;
- 2) Last date of involvement with SDP;
- 3) Reason for leaving the program (if known);
- 4) Any positive outcome (if known and verified); and
- 5) Any new address, phone, etc. on participant.

### Method of Payment

SDP will be paid by PRIME SPONSOR on a fixed unit cost basis. The method for determining the amount of payment is as follows:

SDP will be paid \$350 per participant completing training. Completion of training is defined as:

- 1) completion by a participant of the first five days of training with paid attendance of at least 28 hours or less in the event of an excused absence which is documented;
- 2) attendance for any length of time for any participant enrolled in the class and subsequently terminated due to ineligibility; or
- 3) placement of the participant into unsubsidized employment within the first 5 days of training.

SDP will be paid an additional \$150 per participant placed into full-time permanent unsubsidized employment during the four weeks of training. Exceptions may be made in allowing for placements into part-time positions provided such placements are agreed to by the prime sponsor.

Invoicing Procedures - Subgrantee shall invoice Prime Sponsor at the completion of each class at the rate of \$350 for each participant completing the first week. The invoice will list the participants who complete the first week. After the end of each class, Subgrantee shall invoice Prime Sponsor for those participants who attended the class and who obtained unsubsidized employment, at the rate of \$150 for each participant.

Timekeeping Procedures - Subgrantee shall track participant time for classroom instruction by using a time card to be furnished by the Prime Sponsor. The time card is to be signed by the participant and the instructor. The job search portion of the class shall also be reported on the time card. The job search portion shall be supervised and the instructor and participant shall attest by signature on the time card as to the number of hours each day that was spent on job search. All time cards are to be submitted to the Prime Sponsor each Monday by 9:00 a.m. for the prior week.

Pay Check Distribution - Participants whose sole CETA activity is Job Search Workshop will receive their first allowance check three to four weeks after beginning the class. These checks will be mailed to the participant's home. Public Service Employment participants will receive their pay checks from the employing agency, according to the agency's regular payroll period. All other Job Search Workshop participants will receive their paycheck according to the regular bi-weekly pay schedule. These participants will receive their checks by mail.

SPECIAL PROVISION

Responsibility for determination and verification of eligibility of participants enrolled into activities authorized under this Agreement is solely that of PRIME SPONSOR. Nothing in this Agreement shall cause or allow PRIME SPONSOR to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event that any participant who completes activities authorized under this Agreement and for which payment is made or found to be ineligible. PRIME SPONSOR may, however, order any participant to be dropped from activities prior to their completion if the participant is found to be ineligible.



FILED

JUL - 8 1981

AGREEMENT NO. 81-142

PETER MCNAMEE, Clerk

AGREEMENT FOR SURRENDER OF LEASE

By Paula M. Caspi, Deputy

THIS AGREEMENT is made this 7th day of July, 1981, between the County of Yolo, State of California, hereinafter referred to as LESSOR, and Donald C. Brockhoff of Woodland, California, County of Yolo, State of California, hereinafter referred to as LESSEE.

RECITALS:

1. LESSEE owes LESSOR \$43,671.86 for rent due under the lease between LESSOR and LESSEE dated September 19, 1978, entitled Agreement No. 78-252, as amended by a later agreement dated January 23, 1979, entitled Agreement No. 79-13, demising the premises described as follows:

Parcel 1.

The Northwest one-quarter of Section 30, Township 9 North, Range 3 East, M.D.B.&M., containing 160.25 acres.

Parcel 2.

The Northeast one-quarter of Section 30, Township 9 North, Range 3 East, M.D.B.&M., containing 160.90 acres.

Parcel 3.

The Northwest one-quarter of Section 29, Township 9 North, Range 3 East, M.D.B.&M., containing 158.59 acres.

Parcel 4.

All that portion of the Willow Slough By-Pass located in Section 30, Township 9 North, Range 3 East, M.D.B.&M., Yolo County, California, bounded as follows:

1. On the South, by the channel side toe of the South levee.
2. On the West, by the West line of said Section 30.
3. On the North, by the channel side toe of the North levee.

1 4. On the East, by West line of the City of Davis  
2 property as described in Book 1021 of Official  
3 Records at Page 168, Yolo County Records.

4 Containing 15 acres, more or less.

5 Parcel 5.

6 A parcel of land being a portion of the South one-half of  
7 Section 30, Township 9 North, Range 3 East, M.D.B.&M.,  
8 Yolo County, California, said parcel being more fully  
9 described as follows:

10 BEGINNING at the West one-quarter corner of said Section  
11 30, as said one-quarter corner appears of record on that  
12 certain Record of Survey filed in Book 11 of Maps and  
13 Surveys at Page 15, Yolo County Records; THENCE South  
14 89°23'27" East 2633.83 feet; thence South 89°34'23" East  
15 2019.49 feet to the Northwest corner of the City of Davis  
16 property as shown on said Record of Survey; thence South  
17 01°10'37" West 2077.99 feet along the West line of the  
18 City of Davis property to the North right-of-way line of  
19 County Road No. 28H; thence South 88°31'14" West 2097.32  
20 feet along said north right-of-way line; thence North  
21 27°41'20" West 1670.40 feet; thence North 89°23'27" West  
22 1752.48 feet to the West line of said Section 30; thence  
23 North 01°14'53" East 677.18 feet along said West line of  
24 Section 30 to the point of beginning.

25 Containing 155.01 Acres.

- 26 2. LESSEE desires to surrender possession of the demised premises, to vacate  
the premises, and to deliver the property therein and all fixtures as may  
thereon be found, to LESSOR.

27 AGREEMENTS:

28 In consideration of the mutual covenants contained herein, the parties agree  
29 as follows:

- 30 1. LESSEE does hereby surrender the premises and agrees to vacate the  
31 premises and deliver the property and all fixtures found thereon,  
32 including all growing crops, to LESSOR, and LESSOR hereby accepts the  
33 surrender of the premises and discharges and releases LESSEE from the

1 payment of future rent under the terms of the lease agreement, as  
2 amended, in the amount of \$29,541.24.

- 3 2. By accepting the surrender of the premises, and discharging and releasing  
4 LESSEE from the payment of future rent, LESSOR does not in any way agree  
5 to surrender, discharge, or release LESSEE from any obligations which  
6 LESSEE may have under the terms of the lease agreement, as amended, to  
7 pay rent, which rent may have become due and payable prior to the date of  
8 this Agreement.

9 IN WITNESS WHEREOF, the parties have executed this Agreement at Woodland,  
10 California, on the day and year first above written.

11 COUNTY OF YOLO, a political subdivision  
12 of the State of California

13 BY Robert M. Black  
14 CHAIRMAN OF THE BOARD OF SUPERVISORS  
15 COUNTY OF YOLO, STATE OF CALIFORNIA

16 ATTEST:

17 PETER McNAMEE, CLERK

18 BY Theresa M. Cooper  
19 DEPUTY

20 (SEAL)

21 Donald C. Brockhoff  
22 DONALD C. BROCKHOFF

23 The undersigned Deputy Clerk  
24 of the Board of Supervisors  
25 certifies that pursuant to  
26 Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

Theresa M. Cooper  
Deputy

## STANDARD AGREEMENT —

APPROVED BY THE  
ATTORNEY GENERALSTATE OF CALIFORNIA  
T.D. 2 (REV. 11/75)

|                          |                    |
|--------------------------|--------------------|
| <input type="checkbox"/> | CONTRACTOR         |
| <input type="checkbox"/> | STATE AGENCY       |
| <input type="checkbox"/> | DEPT. OF GEN. SER. |
| <input type="checkbox"/> | CONTROLLER         |
| <input type="checkbox"/> |                    |
| <input type="checkbox"/> |                    |
| <input type="checkbox"/> |                    |
| <input type="checkbox"/> |                    |

THIS AGREEMENT, made and entered into this 1st day of July, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

AGREEMENT NO. 81-149

| FILE OF OFFICER ACTING FOR STATE | AGENCY                             | NUMBER |
|----------------------------------|------------------------------------|--------|
| DIRECTOR                         | DEPARTMENT OF FOOD AND AGRICULTURE | 1194   |

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, personnel and materials (except traps, trap parts and  
lures), necessary to place and service the number of traps designated below in  
accordance with the obligations and specifications set forth in Exhibit which  
is attached hereto and made a part thereof.

FILED

## Number of Traps

SEP - 3 1981

Urban Area (Five Per Square Mile) 250  
Rural, Residential, and Host  
Crop Area (Selectively Placed  
at One Per Square Mile) 125  
High Hazard (Placed as Needed) 25

TOTAL 400

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY Charles R. Mack  
DEPUTY

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNSEL

By Robert M. Black  
DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

|                                                                                                                                                                                                           |  |                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------|--|
| STATE OF CALIFORNIA                                                                                                                                                                                       |  | CONTRACTOR                                                            |  |
| DEPARTMENT OF FOOD AND AGRICULTURE                                                                                                                                                                        |  | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION) |  |
| AUTHORIZED SIGNATURE<br><u>Betty Turner</u>                                                                                                                                                               |  | Agreement No. 81-149 COUNTY OF YOLO<br>BY <u>Robert M. Black</u>      |  |
| TITLE<br>BUSINESS SERVICE OFFICER                                                                                                                                                                         |  | TITLE<br>Chairman, Yolo County Board of Supervisors                   |  |
| ADDRESS                                                                                                                                                                                                   |  | ADDRESS<br>725 Court Street, Rm. 104, Woodland, Ca. 95695             |  |
| CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR                                                                                                                                                       |  | APPROPRIATION                                                         |  |
| Department of General Services<br>Use ONLY                                                                                                                                                                |  | SUPP OE&E General                                                     |  |
| AMOUNT ENCUMBERED<br>\$ 47,861                                                                                                                                                                            |  | ITEM CHAPTER STATUTES FISCAL YEAR                                     |  |
| UNENCUMBERED BALANCE                                                                                                                                                                                      |  | 857-101-001 (C) 30 81 81/82                                           |  |
| ADD. INCREASING ENCUMBRANCE                                                                                                                                                                               |  | 7-99-104000-701457                                                    |  |
| ADD. DECREASING ENCUMBRANCE                                                                                                                                                                               |  | Plant Industry-Detection                                              |  |
| LINE ITEM ALLOTMENT                                                                                                                                                                                       |  | 79606068261                                                           |  |
| I hereby certify upon my own personal knowledge that budgeted funds<br>are available for the period and purpose of the expenditure stated above.                                                          |  | T.B.A. NO. B.R. NO.                                                   |  |
| SIGNATURE OF ACCOUNTING OFFICER<br><u>[Signature]</u>                                                                                                                                                     |  | DATE<br>7-23-81                                                       |  |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209<br>have been complied with and this document is exempt from review by the Department of Finance. |  |                                                                       |  |
| SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY<br><u>[Signature]</u>                                                                                                                                |  | DATE                                                                  |  |

of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETER McNAMÉE, CLERK  
BOARD OF SUPERVISORS

*Charles M. Cooper*  
Deputy

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. This agreement shall become effective on July 1, 1981 and shall continue in effect until June 30, 1982 unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to Phyllis Hiatt, Area Manager, Exclusion and Detection, 1220 N Street, Room 425, Sacramento, California 95814, (916) 445-8314. The State shall direct all notices to Contractor at the address contained hereinabove.

10. The Contractor shall submit to Phyllis Hiatt (See "9" above for address) in triplicate, itemized invoices not more often than monthly and referenced "Contract No. 1194". Each invoice shall be accompanied by copies of receipts for the purchase or rental of supplies or equipment. Payment shall be made on the basis of the invoices upon certification by the State Coordinator that Contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

11. The Contractor shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after June 1982, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

12. The total amount payable under this agreement shall not exceed \$47,861 in accordance with attachment described as "Budget Sheet" and identified as Exhibit "B" which by this reference is made a part hereof.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto and by this reference made a part thereof.

15. This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services.

16. This agreement is contingent upon passage by the State of California Legislature of an appropriation from which expenditure thereunder legally may be met and shall not obligate the State of California upon failure of the Legislature to so appropriate.

17. Title to equipment purchased from funds provided by the State under this agreement will vest in the State unless otherwise specified. Upon termination of this agreement the State may:

- a) request that such equipment be returned to the State with costs incurred by the contractor for such return being reimbursed by the State;
- b) transfer title to such equipment to the contractor at no additional cost to the contractor;
- c) by mutual agreement with the contractor, allow the contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination of this agreement; or
- d) authorized the continued use of such equipment for work to be performed under a different agreement.

The contractor shall maintain an inventory record for each piece of nonexpendable equipment purchased or built with funds provided under the terms of this agreement. The inventory record for each piece of such equipment shall include the date acquired, total cost, serial and model identification (on purchased equipment) and any other information or description necessary to identify said equipment. The inventory

records shall also include the location or section to which each said piece of equipment is assigned. Nonexpendable equipment to be so inventoried shall be those items of equipment which have a normal life expectancy of one year or more and an approximate unit price of \$500 or more. In addition theft sensitive items of equipment costing less than \$500 shall be inventoried. A copy of the inventory record shall be submitted to the State upon request by the State, said inventory not to be submitted more frequently than annually.



## Exhibit A

### Contract Specifications For State-County Mediterranean Fruit Fly Detection Program

This document is an attachment to, and forms a part of, the agreement entered into between the State of California and one or more of its counties for detection of Mediterranean fruit fly. Included in it are trapping specifications and required documentation. Also given are the obligations and responsibilities of the California Department of Food and Agriculture, hereinafter "DFA", and the county agricultural commissioners of these counties participating in the Mediterranean fruit fly detection program, hereinafter "CAC."

## Article I

### JACKSON TRAPS

#### Section 1.01 Description of Trap.

The Jackson trap is an effective tool for Mediterranean fruit fly detection and will be the trap used under this contract. It is made of plastic-coated cardboard, is inexpensive, and is easy to ship or store. The lure is placed on cotton roll wicks supported by a wick clip. Stickem on an insert is used to capture flies.

#### Section 1.02 Trimedlure.

Trimedlure attracts Mediterranean fruit flies. It is expensive and should be handled with care to prevent spillage and waste. Liquid lure may be absorbed by the trap, thus rendering it less efficient. Therefore, extreme care should be taken not to allow any of the lure to come in contact with the cardboard. Preventing contamination is one of the most important factors to be considered in trapping operations. This lure is a sex lure. No insecticide is used in Trimedlure.

#### Section 1.03 Labeling

Traps must be properly labeled so that county personnel can determine exact location of the traps. It is imperative that the trap location number accompany specimens submitted to the lab so that these numbers can be easily traced back to the exact property where the fly was trapped.

#### Section 1.04 Stickem and Baiting Traps.

Each time the trap is inspected, the stickem should be checked to assure it is in good condition to catch flies.

Section 1.04 (cont.)

If leaves and trash are observed in the stickem, they should be removed. If the stickem dries out, the insert should be replaced by a new one.

The lure is applied to the wicks through the use of a chemistry wash bottle, glue bottle, or a hypodermic needle. Apply 2 cc trimedlure to the 3/4" wick. The lure should never be forcibly squirted from the bottles or hypodermic needle. Extreme care should be taken that the lure is not allowed to contact the trap body or insert. Use care in applying or handling the lures to avoid contamination of the outside of the trap (from hand or otherwise). Research has shown such contamination will reduce fly catches. Catch all lure drippings on an absorbent material so that drops of these persistent lures will not fall to the ground and be attractive to the flies and, therefore, be in competition with the trap.

The insert is slightly wider than the trap body; therefore, it will have to be curled before insertion. The purpose of this is so that the insert will fit tightly and not be blown out. Put insert in traps sticky side up and bowed upward slightly in the middle.

Section 1.05 Servicing Traps and Submitting Fly or Flies

The Jackson traps must be baited in the field. The traps are to be serviced on a 7-day cycle from March 1 through October 31 and on a 2-week basis the rest of the year. Traps should not be more than two days off schedule.

Flexibility in this schedule may be arranged through the state coordinator where conditions of individual counties warrant such changes.

To examine traps, pull out insert so that the entire area of insert is visible. To submit a fly for identification, cut out the area of the insert containing the fly and put it into a vial. Do not attempt to remove the fly from the sticky insert. Submit the specimen to Lab Services in the usual manner. A phone call advising the lab of the incoming specimen is suggested.

Section 1.06 Rebaiting, Changing Wicks, and Inserts

The schedule for rebaiting, changing wicks and inserts is as follows:

The wick should be rebaited every 4 weeks and should be changed every 12 weeks.

The inserts should be changed every 12 weeks or when they have become dirty or dry, whichever comes first.

#### Section 1.06 (cont.)

The trimedlure wicks are rebaited at 4-week intervals with 2 cc of trimedlure. However, saturation may be reached before the entire 2 cc has been added. If this happens, then a small amount should be drawn back to prevent dripping.

Every 12 weeks, both wick and insert are replaced simultaneously. The old inserts and wicks are discarded by putting them inside a plastic trash bag. No old traps, wicks, or trap parts will be kept in the trapper's vehicle during the day outside of a closed plastic trash bag. The trash bag should not have holes in it.

#### Section 1.07 Hosts

The selection of the best fruit fly host at each trap location is an important phase of an effective Fruit Fly Detection Program. Priority should be given to the preferred host. (For the preferred host list see Exhibit A-1).

Keep in mind that in the detection program, we are attempting to detect an infestation as soon as possible. Therefore, it behooves each trapper to place his traps in the most likely hosts. We classify hosts as fruiting hosts.

Generally, it is not advisable to place a trap in a host without fruit unless it shows evidence of abundant honeydew. The amount of natural food (honeydew) on a nonfruiting host can make that tree a better trap site than some fruiting hosts. Honeydew is a sweetish, clear excretion produced by certain insects such as aphids, scale insects, mealybugs, or whiteflies. It is a good food source for adult fruit flies. A fungus called sooty mold lives in the honeydew. This mold turns the leaves on the tree black. The presence of sooty mold is an indication that the host is infested with insects that produce honeydew. The danger of ants removing a fly or flies from the trap is probably greater where honeydew is found.

Trees having thin foliage should be avoided when other preferred hosts are available. This is true, especially during the summer months, as these trees do not produce enough shade. When a preferred host does not have sufficient shade, you might consider placing the trap in a lesser host or nonhost close by (not more than 25 feet).

#### Section 1.08 Placement of Traps in Host

The trap should be placed in a host at a point high enough to be out of the reach of children or livestock (5 to 7 feet high). It should be secured in a manner to prevent it

#### Section 1.08 (cont.)

from being blown down. During the summer or warmer portions of the year, the trap must be placed in open shade; whereas, in the winter or cooler time of the year, it should be placed in a southern exposure in sunny positions, but not in direct sunlight. Be sure that the trap openings are not obstructed by foliage. Place trap at height one-half the distance of canopy and about one-half the distance from the center of the canopy to the outside. Forked metal-tipped sticks are useful for placing the trap in the host sufficiently high to be out of easy reach of children and curious adults. Where a number of equal hosts are on the same property, prevailing winds should be considered. The trap should be placed in the host that is located on the side the wind blows from.

#### Section 1.09 Trap Distribution and Density

The trap density will consist of five traps per square mile in urban areas. These should be placed in a manner that renders them equi-distant as near as possible. That is one trap should be assigned to each quarter section of the square mile. The fifth trap can be located in any quarter area of the square mile, but it should be kept in the center area of the square mile.

In rural residential and host crop areas traps will be selectively placed at one per square mile. Placement shall be determined by CAC and State Detection Entomologist.

Traps will be placed as needed in high hazard areas.

Each trap, in a detection trap network, represents an area which is the Trap Responsibility Area. The trap responsibility area for any trap extends half the distance between that trap and the nearest trap in all directions.

#### Section 1.10 Maps

It is essential that trap locations be indicated on county and/or city maps (at least 1/2 inch per square mile when available) to indicate distribution and density. These maps will be maintained in the county office. A second set submitted to the State with the county's work plan shall be maintained by the State district entomologist. Each time a trap is relocated, the pin or indicator need not be moved as long as the new relocation is within 1/2 mile of the previous relocation. The map should indicate the approximate, current location of each trap.

## Article II

### AGENCY RESPONSIBILITY

- Section 2.01    A.    Provide all Jackson traps, parts and lure.
- B.    Provide technical assistance and training to CAC personnel on use of Jackson traps and detection procedures for Medfly.
- C.    Assist with and review county's detailed work plan.
- D.    Provide daily trapping record forms to CAC if requested. (Exhibit A-2)
- Section 2.02    The CAC shall have the following obligations and responsibilities.
- A.    Place minimum number of traps in urban, rural residential and high hazard areas as agreed upon in contract.
- B.    Service traps in a timely manner as described in Article I, Section 1.05.
- C.    Send personnel to training provided by State Detection Entomologist.
- D.    Provide a written work plan which shall include but not be limited to a map showing trap locations (Article I, Sec. 1.10), proposed number of traps to be serviced daily and an explanation or copy of forms used for daily trapping records and property location records.
- E.    Make a quarterly report to the state which shall include but not be limited to the number of traps in operation and total number of traps serviced per quarter.
- F.    Allow State personnel to accompany trapper on trapping route. This may constitute infield training for CAC personnel.

Exhibit A-1

COMMON PREFERRED HOSTS OF THE MEDITERRANEAN FRUIT FLY IN THE SAN JOSE AREA

The Mediterranean fruit fly attacks more than 300 different fruits, vegetables, nuts, and flowers. The following is a preferred host list for the San Jose area. Host preference may be indicated numerically as follows: 1 - Excellent, 2 - Good, 3 - Fair and 4 - Poor.

| Mature Fruit | With leaves but without mature fruit |                    | Mature Fruit | With leaves but without mature fruit |                      | Mature Fruit | With leaves but without mature fruit |                       |
|--------------|--------------------------------------|--------------------|--------------|--------------------------------------|----------------------|--------------|--------------------------------------|-----------------------|
| 1            | 2                                    | Anole              | 1            | 3                                    | Loquat               | 2            | 3                                    | Almond                |
| 1            | 2                                    | Apricot            | 1            | 2                                    | Mandarin orange      | 2            | 3                                    | Avocado               |
| 1            |                                      | Bittersweet orange | 1            | 4                                    | Mango                | 2            | 3                                    | Chinese plum          |
| 1            | 2                                    | Brazil Eudenia     | 1            | 3                                    | Mock orange          | 2            | 3                                    | Citron                |
| 1            | 2                                    | Calamondin orange  | 1            | 3                                    | Myrtle orange        | 2            | 3                                    | Common olive          |
| 1            |                                      | Caimito            | 1            | 3                                    | Native American plum | 2            | 3                                    | Kumquat               |
| 1            | 4                                    | Cattleya guava     |              |                                      |                      | 2            | 3                                    | Mountain apple        |
| 1            | 2                                    | Common apple       | 1            | 2                                    | Nectarine            | 2            | 3                                    | Natal plum            |
| 1            | 2                                    | Common fig         | 1            | 2                                    | Peach                | 2            | 3                                    | Olive                 |
| 1            | 2                                    | Common guava       | 1            | 2                                    | Pear                 | 2            | 3                                    | Pomegranate           |
| 1            | 2                                    | Common pear        | 1            | 2                                    | Pineapple guava      | 2            | 3                                    | Walnut                |
| 1            | 2                                    | Common persimmon   | 1            | 2                                    | Plum                 |              |                                      |                       |
| 1            |                                      | French cherry      | 1            | 2                                    | Quince               | 4            | 0                                    | Cactus                |
| 1            | 3                                    | Grapefruit         | 1            | 3                                    | Rose apple           | 4            | 4                                    | California bay laurel |
| 1            | 3                                    | Guava              | 1            | 2                                    | Round kumquat        | 4            | 0                                    | Prickly pear          |
| 1            | 2                                    | Japanese persimmon | 1            | 4                                    | Satsuma orange       | 4            | 4                                    | Pyracantha            |
| 1            | 2                                    | Japanese plum      | 1            | 3                                    | Sour orange          |              |                                      |                       |
| 1            | 2                                    | Java plum          | 1            | 2                                    | Strawberry guava     |              |                                      |                       |
| 1            | 3                                    | King orange        | 1            | 3                                    | Sweet orange         |              |                                      |                       |
| 1            | 2                                    | Lemon              | 1            | 2                                    | Valencia orange      |              |                                      |                       |
| 1            | 3                                    | Lime               | 1            |                                      | White sapote         |              |                                      |                       |

EXCLUSION AND DETECTION  
66-053 (11-24-80)

COUNTY \_\_\_\_\_ AREA \_\_\_\_\_ NUMBER OF TRAPS ON PROPERTY: \_\_\_\_\_  
DESCRIPTIVE LOCATION \_\_\_\_\_ MCHUALS: \_\_\_\_\_ JACKSON: \_\_\_\_\_  
\_\_\_\_\_ GYPSY MOTH: \_\_\_\_\_ JAPANESE BEETLE: \_\_\_\_\_  
INSPECTOR \_\_\_\_\_

[illegible]

\* At top of each column list type of trap being used.

Exhibit A-2





# COUNTY OF YOLO

Woodland, California 95695

DEPARTMENT OF AGRICULTURE  
70 Cottonwood St. • (916) 666-8261

## 1981-1982 YOLO COUNTY MEDFLY BUDGET

### Specifications

Contract Time: July 1, 1981 - June 30, 1982

#### Number of Traps

|                                                                                   |            |
|-----------------------------------------------------------------------------------|------------|
| 1. Urban Area (5 per square mile)                                                 | <u>250</u> |
| 2. Rural Residential and Host Crop Area<br>(Selectively placed at 1 per sq. mile) | <u>125</u> |
| 3. High Hazard Area (placed as needed)                                            | <u>25</u>  |
| TOTAL TRAPS                                                                       | <u>400</u> |

### Proposed Time Involved

|                                                                               |                  |
|-------------------------------------------------------------------------------|------------------|
| <u>4160</u> hours servicing 400 traps x \$6.65 per hour x 31% fringe benefits | \$ <u>36,240</u> |
| <u>260</u> hours clerical/reports x \$7.38 per hour x 31% fringe benefits     | \$ <u>2,514</u>  |

### County Costs - Equipment

#### Vehicle Cost

|                                        |                 |
|----------------------------------------|-----------------|
| 2 vehicles used during contract period | \$ <u>4,756</u> |
|----------------------------------------|-----------------|

Total \$ 43,510

Overhead (includes supervision) 10% \$ 4,351

TOTALS Manhours 4420

CONTRACT TOTAL \$ 47,861

OK  
m

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
  - (a) The State may determine a willful violation of the Fair Employment Practices provision: to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*

JUL 17 1981

AGREEMENT NO. 81-150

PETER McNAMEE, Clerk

By Paul N. Cooper, Deputy

## (Agreement for Lease of Real Property)

THIS AGREEMENT, made and entered into this 14th day of July, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as LANDLORD), and DUANE CHAMBERLAIN (hereinafter referred to as TENANT).

## W I T N E S S E T H :

1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described as Exhibit "A" attached hereto and incorporated herein by reference thereto.
2. TERM. The term of this lease shall be for one (1) year commencing on the first day of August, 1981, and terminating on the 31st day of July, 1982. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.
3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats, hay or barley.
4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO THOUSAND FOUR HUNDRED (\$2,400.00) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said minimum payment shall be made by TENANT within thirty (30) days of the execution of this agreement.
5. TAXES. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LANDLORD shall bear the cost or charge of possessory interest taxes, if any, levied

1 upon real property. Upon receipt of each tax bill or statement for such  
2 possessory interest taxes, TENANT shall pay said tax promptly and without  
3 default, and shall thereupon obtain reimbursement from LANDLORD upon  
presentation to it of said paid tax bill.

4 6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any warranty of soil  
5 suitability for growing any crop.

6 7. WATER. LANDLORD expressly disclaims any warranty whatsoever of availability,  
7 quantity, or quality of water in or upon or available to the real property  
8 which is the subject of this lease.

9 8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and  
10 assignees, at all reasonable times, to enter the leased premises and to use  
11 the roads established on the premises now or in the future, for the purpose  
12 of inspection, compliance with the terms of this lease, exercise of all  
13 rights under this lease, posting notices, to survey the land, and all other  
14 lawful purposes.

15 9. RECORDS. TENANT shall make and keep pertinent records of all operations  
16 and conduct under this lease and shall make them available to LANDLORD and  
LANDLORD's agents and assignees at all reasonable times for inspection.

17 10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of oats, hay,  
18 or barley, using good husbandry practices, and to make diligent effort to  
19 prevent the spread of all noxious weeds and rodents and other vertebrate  
20 pests on the leased premises during the term of this lease. TENANT agrees  
21 to make diligent effort to prevent infestations of insects or organisms that  
22 may produce disease in plants or animals that may come onto or develop on  
23 the premises during the term of this lease that might damage crops grown on  
24 the premises after the term. On default of the TENANT to do so, LANDLORD  
25 reserves the right, after having given ten (10) days' notice to take  
26 necessary remedial measures at TENANT's expense for which TENANT agrees to  
reimburse LANDLORD upon demand.

- 1 11. WASTE. TENANT shall not commit or permit others to commit on the premises  
2 waste or nuisance or any other act that could disturb the quiet enjoyment  
3 of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.
- 4 12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free and  
5 harmless from any and all claims, causes of action, or liability for damages  
6 arising from any act or cause causing injury to persons or property of any  
7 kind owned by anyone, including TENANT, while in, upon, or in any way  
8 connected with the leased premises during the term or any extension of this  
9 lease or any occupancy under this lease.
- 10 13. JOINT USE. TENANT acknowledges the joint use of the leased premises for a  
11 Parachutist Drop Zone, and agrees to operate agricultural activities so as  
12 to minimize their adverse effect on same.
- 13 14. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or  
14 portion of the leased premises without prior written consent of LANDLORD.
- 15 15. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to re-  
16 enter and terminate this lease at any time during the term of this lease,  
17 upon thirty (30) days' notice to TENANT, and as to any part or portion of  
18 the premises leased, as it may require for use and expansion of use of the  
19 Yolo County Airport. Upon said re-entry and termination of this lease,  
20 TENANT shall be compensated only for loss of, or damage to, existing crops  
21 located upon the premises so re-taken. In the event the parties hereto  
22 disagree or dispute the value of said crop or the amount of such damages,  
23 then and in that event they shall apply to the Director of Agricultural  
24 Extension Service for opinion; that said opinion of said person shall be  
25 binding upon the parties herein.
- 26 16. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of  
this lease, LANDLORD may, at any time, without notice, cure such breach for  
the account, and at the expense of TENANT. If TENANT at any time, by reason  
of such breach, is compelled to pay or elects to pay, any sum of money or to

do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

17. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

18. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them, arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall not be less than \$100,000 for any one person injured or killed, not less than \$300,000 for any one accident, and not less than \$50,000 for property damage.

19. ABANDONMENT. In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

20. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in writing filed with the County Clerk, Courthouse, Room 104, Woodland, California, or by depositing the same in the United States Mail, postage prepaid, and addressed to the County Clerk, P.O. Box 1098, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to TENANT at the following address: Route 1 Box 375, Woodland, California 95695.

21. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other

1 covenant or condition. LANDLORD's consent to or approval of any act by  
2 TENANT requiring LANDLORD's consent or approval shall not be deemed to waive  
3 or render unnecessary LANDLORD's consent to or approval of any subsequent  
4 similar act by TENANT.

5 22. CONSTRUCTION. The marginal headings or title to the paragraphs of this  
6 lease are not a part of this lease and shall have no effect upon the  
7 construction or interpretation of any part of this lease.

8 23. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be  
9 binding upon the inure to the benefit of the heirs, executors, administra-  
10 tors, successors, and assigns of LANDLORD and TENANT.

11 24. TERMINATION UPON BREACH OF COVENANT.

12 A. LANDLORD at his option may terminate this lease on TENANT a breach of  
13 any term, condition or covenant hereof, on giving thirty (30) days'  
14 notice in writing of such termination to TENANT.

15 B. TENANT may at his option terminate this lease on LANDLORD's breach of  
16 any term, condition, or covenant hereof, on giving thirty (30) days'  
17 notice in writing of such termination to LANDLORD.

18 25. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the exercise  
19 of its sole discretion, determines that any part or portion, or the whole  
20 of the leased property, is necessary for airport uses, it may terminate this  
21 lease by declaration and re-take or re-enter upon such part or portion of  
22 the leasehold, or the whole thereof, upon giving TENANT sixty (60) days'  
23 notice of its intention to so re-enter. Upon such re-entry at the end of  
24 said notice period, LANDLORD shall compensate TENANT only as to his actual  
25 out-of-pocket loss pertaining to growing crops located upon said portion of  
26 the leasehold. Save and except for such damages, TENANT hereby waives any  
and all claims or causes of action he may have for such re-taking.

26 26. This agreement supersedes Agreement No. 80-202.

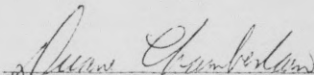


1 IN WITNESS WHEREOF, the parties hereto have executed this lease  
2 agreement on the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California - LANDLORD

5   
6

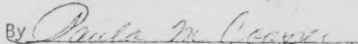
7 CHAIRMAN OF THE BOARD OF SUPERVISORS  
8 COUNTY OF YOLO, STATE OF CALIFORNIA

9  
10  
11   
12 DUANE CHAMBERLAIN - TENANT

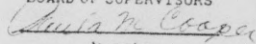
13 ATTEST:

14  
15 PETER McNAMEE, COUNTY CLERK

16 The undersigned Deputy Clerk  
17 of the Board of Supervisors  
18 certifies that pursuant to  
19 Section 25103 of the Govern-  
20 ment Code, delivery of this  
21 document has been made to the  
22 Chairman of the Board of Sup-  
23 ervisor.

24 By   
25 (deputy)

26 PETER McNAMEE, CLERK  
27 BOARD OF SUPERVISORS

28   
Deputy

29 APPROVED AS TO FORM

30 CHARLES R. MACK  
31 COUNTY COUNSEL

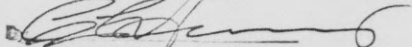
32   
33 DEPUTY COUNTY COUNSEL

EXHIBIT "A"

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M.D.B. & M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Parcel 1

All of the West Half ( $\frac{1}{2}$ ) of Section 34, Township 9 North, Range 1 East, as said West Half ( $\frac{1}{2}$ ) appears on that certain map or plat of Berry Vale gardens, filed for record in Map Book 2, at Page 27, and all of Blocks Thirteen (13) and Fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

Parcel 2

All of the Northwest Quarter ( $\frac{1}{4}$ ) and the Northerly 240.50 feet of the Southwest Quarter ( $\frac{1}{4}$ ) of Section 3, Township 8 North, Range 1 East, M.D.B. & M.

Excepting therefrom the property which is presently under lease to Yolo Aviation, Inc., under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviation aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 65-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 78-126 executed April 11, 1978.

EXCEPTING THEREFROM:

Two parcels of land being portions of the Northwest Quarter of Section 34, Township 9 North, Range 1 East, M.D.B. & M., Yolo County, California, said parcels being more fully described as follows:

PARCEL 1

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South  $89^{\circ} 46' 55''$  West 1550.00 feet along the North line of said Northwest Quarter to the TRUE POINT OF BEGINNING: THENCE continuing along the North line of said Northwest Quarter South  $89^{\circ} 46' 55''$  West 18.00 feet; thence South  $01^{\circ} 04' 16''$  West 692.43 feet; thence South  $14^{\circ} 29' 41''$  East 118.38 feet; thence North  $00^{\circ} 05' 36''$  East 806.99 feet to the true point of beginning.

Containing 0.419 acres.

PARCEL 2

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South 89° 46' 55" West 1568.00 feet along the North line of said Northwest Quarter; thence South 01° 04' 16" West 692.44 feet; thence South 14° 29' 41" East 257.37 feet to THE TRUE POINT OF BEGINNING; THENCE continuing South 14° 29' 41" East 723.02 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 830.00 feet, through a central angle of 30° 50' 05", with a chord bearing South 29° 54' 43" East 441.31 feet, an arc length of 446.68 feet to a tangent line; thence South 45° 19' 46" East 200.00 feet to a tangent curve; thence along said curve, concave to the Northwest, with a radius of 770.00 feet, through a central angle of 45° 31' 09", with a chord bearing South 22° 34' 11" East 595.77 feet, an arc length of 611.73 feet to a tangent line; thence South 99° 11' 23" West 1549.66 feet; thence North 88° 42' 42" West 384.12 feet; thence South 01° 17' 18" West 60.00 feet; thence South 88° 42' 42" East 360.75 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 25.00 feet, through a central angle of 88° 54' 05", with a chord bearing South 44° 15' 39" East 35.01 feet, an arc length of 38.79 feet; thence South 89° 48' 37" East 60.00 feet; thence North 00° 11' 23" East 1634.20 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 830.00 feet, through a central angle of 45° 31' 09", with a chord bearing North 22° 34' 11" West 642.20 feet, an arc length of 659.40 feet to a tangent line; thence North 45° 19' 46" West 200.00 feet along said line to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 770.00 feet, through a central angle of 14° 54' 54", with a chord bearing North 37° 52' 19" West 199.88 feet, an arc length of 200.44 feet to a non-tangent line; thence South 89° 46' 55" West 56.96 feet along said non-tangent line; thence North 16° 37' 53" West 920.82 feet to the true point of beginning.

Containing 4.572 acres.

EXHIBIT "A"

JUL 17 1981

PETER McNAMUE, Clerk

AGREEMENT NO. 81-151

(Supplement to Agreement No. 80-183 Yolo County Landfill Fuel Surcharge 1981-82)

THIS AGREEMENT, made and entered into this 14 day of July, 1981,  
by and between the COUNTY OF YOLO, a political subdivision of the State of  
California, (hereinafter called "COUNTY") and OAKLAND SCAVENGER COMPANY,  
(hereinafter called "CONTRACTOR"),

WITNESSETH

RECITALS

1. On June 10, 1980 COUNTY and CONTRACTOR entered into Agreement No. 80-183, providing for the payment of a temporary fuel surcharge due to extraordinary increases in fuel costs.
2. In accordance with the terms of Agreement No. 80-183 the payment of said surcharge ceases after June 30, 1981 at which time an appropriate fuel surcharge, if any, is to be determined for Fiscal year 1981-82.
3. COUNTY has determined that a fuel surcharge of \$0.113 per ton of refuse placed, compacted and covered during Fiscal Year 1981-82 is appropriate.

AGREEMENTS

In and for the mutual consideration recited herein, the parties agree as follows:

1. Temporary Fuel Surcharge

In addition to the consideration paid by COUNTY to CONTRACTOR for services rendered pursuant to Agreement No. 75-146, as adjusted pursuant to Paragraph 7 of said Agreement, COUNTY agrees to pay CONTRACTOR an additional sum, identified herein as a "fuel surcharge", in the amounts agreed upon pursuant to this agreement.

2. Fiscal Year 1981-82

From and after July 1, 1981, and until June 30, 1982, the fuel surcharge shall be the sum of \$0.113 per ton of material placed, compacted and covered.

Said sums shall be paid to CONTRACTOR in the same manner and time as the consideration paid pursuant to Agreement No. 75-146.

3. Term

The term of this Agreement shall be from the date first hereinabove written through June 30, 1982.

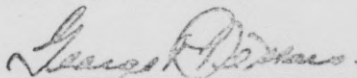
4. Binding on Successors.

The provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a Political Subdivision  
of the State of California

By

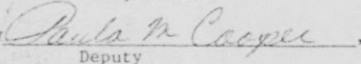


CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

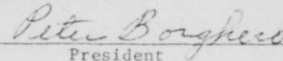
PETER McNAMEE, CLERK

By

  
Deputy

OAKLAND SCAVENGER CO.

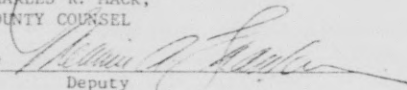
By

  
President

APPROVED AS TO FORM

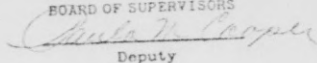
CHARLES R. MACK,  
COUNTY COUNSEL

By

  
Deputy

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

  
Deputy

## STANDARD AGREEMENT —

APPROVED BY THE  
ATTORNEY GENERALSTATE OF CALIFORNIA  
STD. 2 (REV. 11/75)
☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. SER.  
☐ CONTROLLER  
☐  
☐  
☐

THIS AGREEMENT, made and entered into this 1st day of July, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

|                                   |                                    |        |
|-----------------------------------|------------------------------------|--------|
| TITLE OF OFFICER ACTING FOR STATE | AGENCY                             | NUMBER |
| Fiscal Officer                    | Dept. of California Highway Patrol | 81-C71 |

hereafter called the State, and

Yolo County Communications, 203 3rd Street, Woodland, CA 95695

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

- Contractor agrees to lease and State agrees to hire two (2) 4-channel Yolo County mobile radios to be used by the Department of California Highway Patrol, RR #3, Box 142-H, Woodland, CA.
- Contractor agrees to maintain and repair said radio unit at no additional cost to the State. Unit shall be delivered by the California Highway Patrol to the contractor's communications department in Woodland for maintenance and/or repair. In the event reinstallation of a unit is required, the cost to the State shall be Ninety Dollars (\$90.00).
- Unit shall normally be operated on an eight (8) hour day basis, subject to twenty-four (24) hour operation in the event of emergencies.
- The term of this contract shall be July 1, 1981 through June 30, 1982.
- This contract may be amended by mutual consent of the parties hereto.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

|                                                                                                                                                                                                        |  |                                                                                                                        |  |                              |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|--|------------------------------|------------------|
| STATE OF CALIFORNIA                                                                                                                                                                                    |  | CONTRACTOR Agreement 81-152                                                                                            |  |                              |                  |
| AGENCY<br>Dept. of California Highway Patrol                                                                                                                                                           |  | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)<br>Yolo County Communications |  |                              |                  |
| BY (AUTHORIZED SIGNATURE)<br>Fiscal Officer                                                                                                                                                            |  | BY (AUTHORIZED SIGNATURE)<br>Robert M. Black<br>Chairman, Yolo Co. Board of Supervisors                                |  |                              |                  |
| TITLE<br>Fiscal Officer                                                                                                                                                                                |  | TITLE<br>Chairman, Yolo Co. Board of Supervisors                                                                       |  |                              |                  |
| ADDRESS<br>203 3rd St., Woodland, CA 95695                                                                                                                                                             |  | ADDRESS<br>203 3rd St., Woodland, CA 95695                                                                             |  |                              |                  |
| (CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)<br>Department of General Services<br>Use ONLY                                                                                                 |  |                                                                                                                        |  |                              |                  |
| AMOUNT ENCUMBERED<br>\$ 530.00                                                                                                                                                                         |  | APPROPRIATION<br>M V Account                                                                                           |  | FUND<br>State Transportation |                  |
| UNENCUMBERED BALANCE<br>\$                                                                                                                                                                             |  | ITEM 272-<br>001-044                                                                                                   |  | CHAPTER<br>N/A               | STATUTES<br>1981 |
| ADJ. INCREASING ENCUMBRANCE<br>\$                                                                                                                                                                      |  | FUNCTION                                                                                                               |  | FISCAL YEAR<br>1981/82       |                  |
| ADJ. DECREASING ENCUMBRANCE<br>\$                                                                                                                                                                      |  | LINE ITEM ALLOTMENT<br>280/1802                                                                                        |  |                              |                  |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.                                                          |  |                                                                                                                        |  | T.B.A. NO.                   | B.R. NO.         |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                        |  |                                                                                                                        |  | DATE                         |                  |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance. |  |                                                                                                                        |  |                              |                  |
| SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY                                                                                                                                                   |  |                                                                                                                        |  | DATE                         |                  |

Yolo County Communications, 81-C71

Page 2

July 1, 1981

6. State agrees to exercise reasonable care in the use of contractor's equipment. In the event equipment is destroyed by fire, water, or State's negligence, State agrees to replace said equipment.
7. Contractor agrees to abide by the attached Form 3, Fair Employment Practices Addendum which is made by reference a part hereof.
8. State agrees to pay contractor in arrears and upon receipt of an invoice Four Hundred Forty Dollars (\$440.00) per year. Payment shall be made from funds appropriated to the Department of California Highway Patrol and subject to the fiscal procedures of the State of California.. The total amount of this contract shall not exceed Five Hundred Thirty Dollars (\$530.00).
9. This contract may be cancelled by either party upon thirty (30) days prior written notice.
10. This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1981, for the fiscal year 1981/82, for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the above Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.



JUL 23 1931

PETER McNAMEE, Clerk

By Anna M. Galas, D

AGREEMENT NO. 81-153

1. Prime sponsor:

Yolo County Manpower Division  
500 First Street  
Woodland, CA 95695

2. Nonfinancial agreement number

|                     |   |   |   |   |   |   |     |   |   |   |   |   |   |
|---------------------|---|---|---|---|---|---|-----|---|---|---|---|---|---|
| 8                   | 1 | 0 | 3 | 8 | 5 | 7 | 9   | 9 | 9 | 8 | 5 | 9 | 9 |
| Modification number |   |   |   |   |   |   | One |   |   |   |   |   |   |

State Board of Education  
California State Department of Education  
721 Capitol Mall  
Sacramento, CA 95814

3. Contact person: Meg Sheldon

|                      |              |
|----------------------|--------------|
| Manpower Coordinator | 916-666-8593 |
| Title                | Phone number |

4. Period covered by agreement:

10-1-80 through 9-30-81

- ### 5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into by the State Board of Education and (name of prime sponsor) Yolo County

**This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.**

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

Deputy

| Cost category  | Code | Estimated costs |                          |        |
|----------------|------|-----------------|--------------------------|--------|
|                |      | Prior           | Modification<br>(+ or -) | New    |
| Administration | 306  |                 |                          |        |
| Training       | 307  | 83,649          | +12,943                  | 96,592 |
| Allowances     | 308  |                 |                          |        |
| Services       | 309  |                 |                          |        |
| <b>TOTAL</b>   |      | 83,649          | +12,943                  | 96,592 |

- ### 7. Approval by principal sponsor

Signature: \_\_\_\_\_

Name and title: Robert N. Black, Chairman Yolo  
County Board of Supervisors

Date: 7/21/81

- ### 8. Approval by State Board of Education

Signature: \_\_\_\_\_

Name and title:

Date:

**Instructions for Completing Nonfinancial  
Agreement Signature Sheet**

1. *Prime sponsor:* Enter the name and address of the prime sponsor in whose area the training and services will be provided.
2. *Nonfinancial agreement number:* Enter the CETA vocational education nonfinancial agreement number provided by the vocational education regional office. This number will not change during the life of the agreement.  
  
*Modification number:* Leave this space blank for an initial agreement. Assign numbers in consecutive order if this is a modification.
3. *Contact person:* Enter the name, title, and telephone number of the person designated by the prime sponsor to negotiate the nonfinancial agreement.
4. *Period covered by nonfinancial agreement:*
  - a. On modifications, enter the original starting date and the modified ending date of the period covered by the nonfinancial agreement.
  - b. On new nonfinancial agreement, enter the starting date and ending date.
5. *Agreement:* Enter the full name of the prime sponsor.
6. *Estimated costs of training and services by cost category:* Enter the estimated amount of vocational education funds, from the Governor's special grant, that will be spent for the listed cost categories. (For more information, see "Allowable Federal Costs" in the CETA rules and regulations in the *Federal Register*; and existing state policy document.)
  - a. When using this form for original nonfinancial agreements, enter amounts in third column ("New") only.
  - b. When using this form for modifications to an original nonfinancial agreement, enter prior approved amounts in the first column ("Prior"), amounts of modification or change (+ or -) in the second column ("Modification"), and the totals of columns one and two in the third column ("New").
7. *Approval by prime sponsor:* If the person completing this section is other than the mayor or chairperson of the board of supervisors, attach a letter of authorization.
8. *Approval by State Board of Education:* Complete as indicated.

*Distribution by Department of Education*

- Original - Vocational Education Unit/Manpower Education Section
- \*Original - Prime sponsor
- Copy (1) - Prime sponsor contact person
- Copy (1) - Manpower education regional office (approved copy)
- Copy (2) - CETAO
- Copy (1) - Department of Labor
- Copy (1) - Accounting Office

\*If a prime sponsor needs additional copies, the number needed should be submitted in addition to those required.

**Program Planning and Budget Information Summaries**  
**Special Grant—Vocational Education**  
 Under the  
**Comprehensive Employment Training Act of 1978**  
 (PL 95-524, Section 204)

Prime sponsor: Yolo County

Nonfinancial agreement number

|                     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8                   | 1 | 0 | 3 | 8 | 5 | 7 | 9 | 9 | 9 | 8 | 5 | 9 | 9 | 0 |
| Modification number |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

Contact person: Meg SheldonPhone: (916) 666-8593**I. Program Planning Summary**

| Vocational education enrollment transactions           | Number of participants, cumulative by quarter, fiscal year-to-date |              |              |              |
|--------------------------------------------------------|--------------------------------------------------------------------|--------------|--------------|--------------|
|                                                        | 12/31/<br>(a)                                                      | 3/31/<br>(b) | 6/30/<br>(c) | 9/30/<br>(d) |
| A. Total participants (Sum of A.1 and A.2)             | 44                                                                 | 60           | 76           | 76           |
| 1. New participants                                    | 17                                                                 | 33           | 49           | 49           |
| 2. Participants carried over from previous fiscal year | 27                                                                 | 27           | 27           | 27           |
| B. Total terminations (Sum of B.1 through B.4)         | 13                                                                 | 35           | 52           | 68           |
| 1. Entered employment                                  | 6                                                                  | 17           | 26           | 34           |
| 2. Additional positive terminations                    | 1                                                                  | 3            | 5            | 6            |
| 3. Transfer to regular CETA                            | 4                                                                  | 11           | 16           | 21           |
| 4. Other terminations                                  | 2                                                                  | 4            | 5            | 7            |
| C. Planned participants (End of Quarter) (A minus B)   | 31                                                                 | 25           | 24           | 8            |

**II. Budget Information Summary**

| Cost categories   | Code | Funds available                        |                                    |                   | Planned expenditures, this fiscal year (d) | Estimated unexpended funds, end of fiscal year (e - d) |
|-------------------|------|----------------------------------------|------------------------------------|-------------------|--------------------------------------------|--------------------------------------------------------|
|                   |      | Carry-in from previous fiscal year (a) | New funds, current fiscal year (b) | Total (a + b) (c) |                                            |                                                        |
| A. Administration | 306  |                                        |                                    |                   |                                            |                                                        |
| B. Training       | 307  |                                        |                                    |                   | 77,274                                     |                                                        |
| C. Allowances     | 308  |                                        |                                    |                   |                                            |                                                        |
| D. Services       | 309  |                                        |                                    |                   |                                            |                                                        |
| E. Total          |      | *44,165                                | *52,427                            | *96,592           | *77,274                                    | *19,318                                                |

**III. Cumulative Quarterly Projections of Commitments and Expenditures**

| Activities                                                                    |     | Amount projected, fiscal year to date |              |              |              |
|-------------------------------------------------------------------------------|-----|---------------------------------------|--------------|--------------|--------------|
|                                                                               |     | 12/31/<br>(a)                         | 3/31/<br>(b) | 6/30/<br>(c) | 9/30/<br>(d) |
| A. Total vocational education funds committed                                 |     | 83,649                                | 83,649       | 83,649       | *77,274      |
| B. Total projected vocational education expenditures (Item B.1 plus Item B.2) |     | 25,094                                | 46,007       | 66,920       | *77,274      |
| Projected expenditures for classroom training                                 | 317 | 25,094                                | 46,007       | 66,920       | *77,274      |
| Projected expenditures for services to participants                           | 318 |                                       |              |              |              |

\*indicates modified figures

FILED

JUL 23 1981

PETER McNAMEE, Clerk

AGREEMENT NO. 81-154

*Paul M. Cooper* Deputy

(Agreement Regarding Energy Consultant)

THIS AGREEMENT, dated for convenience this 16th day of June, 1981, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and ADM ASSOCIATES, INC., a corporation (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On January 15, 1980, COUNTY and CONTRACTOR entered Yolo County Agreement No. 80-55, providing for the development by CONTRACTOR of an Energy Section for the conservation element of the Yolo County General Plan. COUNTY and CONTRACTOR also entered into Yolo County Agreement No. 81-18 providing for additional services.
2. CONTRACTOR has successfully completed the performance of all tasks required by Agreement No. 80-55 and Agreement No. 81-18.
3. COUNTY now desires to retain the further services of CONTRACTOR, as specified hereinbelow, for the purpose of attending meetings and hearings to explain the draft energy element prepared by CONTRACTOR pursuant to Agreement No. 80-55. Because CONTRACTOR prepared said draft element, and because the purpose of this agreement is to employ CONTRACTOR'S services assist the County staff in explaining the contents of said element to the public and the Yolo County Board of Supervisors, CONTRACTOR is

1 uniquely qualified to perform these services.

2 4. CONTRACTOR represents that it is willing and able to  
3 perform these services pursuant to the terms and conditions set  
4 forth herein.

5 AGREEMENTS:

6 1. Work. CONTRACTOR, in and for consideration of the coven-  
7 ants, conditions, agreements and stipulations set forth herein,  
8 does hereby agree to furnish to COUNTY the services and materials  
9 described herein, including, but not limited to, the following:

10 A. CONTRACTOR shall assign Mr. Patrick McCarthy for the  
11 purpose of attending certain informal public meetings  
12 with various groups within Yolo County, and several  
13 formal public hearings before the Yolo County Board  
14 of Supervisors, to function as an energy expert  
15 available to answer specific questions relating to  
16 how certain conclusions were reached in the draft  
17 energy element prepared by CONTRACTOR.

18 B. CONTRACTOR shall provide these services on request of  
19 COUNTY.

20 C. Prior to attendance at the above-referenced meetings  
21 and hearings, CONTRACTOR shall do such preparation  
22 and prepare such documents as are necessary to make  
23 accurate and informational presentations as requested  
24 by County staff, and to respond to such questions as  
25 may be submitted by the audience at such hearings.

26 2. Compensation. The compensation to be paid by CONTRACTOR for

such work shall be on a time and materials basis, but in no event to exceed the total sum of TWO THOUSAND (\$2,000.00) DOLLARS, with the following hourly rates paid for the following services:

- |    |                                                |             |
|----|------------------------------------------------|-------------|
| A. | Principal Staff, including Patrick<br>McCarthy | \$50.00/hr  |
| B. | Clerical Support                               | \$13.00/hr  |
| C. | Travel Expense                                 | \$ .21/mi   |
| D. | Reproduction Expenses                          | \$ .05/copy |

3. Personnel. CONTRACTOR shall assign only Patrick McCarthy to perform the services pursuant to this agreement. Assignment of principal staff other than Mr. Patrick McCarthy shall require the prior written consent of the County of Yolo first had and obtained. Patrick McCarthy shall retain the right to attend the referenced meetings and hearings alone or with such additional staff of CONTRACTOR as is necessary for a full presentation in the judgment of Mr. McCarthy; provided, however, that Mr. McCarthy shall be the principal representative of CONTRACTOR at meetings.

4. Additional Provisions. With the exception of the agreements specifically referenced hereinabove, CONTRACTOR and COUNTY agree that this agreement shall include all conditions, covenants, agreements and stipulations as set forth in Agreement No. 80-55, Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15-C.

5. Term. The term of this agreement shall commence on execution and delivery of this agreement, and shall be in full force and effect until completion of the work described above.

1 IN WITNESS WHEREOF, this agreement has been executed by the  
2 parties hereto this 21st day of July, 1981.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 By: Robert N. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETER McNAMEE, CLERK

10 By: Bula M. Cooper  
11 Deputy

12 (SEAL)

13 ADM ASSOCIATES, INC., a California  
14 Corporation

15 By: Patrick M. McCloskey  
16 AUTHORIZED REPRESENTATIVE

17 The undersigned Deputy Clerk  
18 of the Board of Supervisors  
19 certifies that pursuant to  
20 Section 25103 of the Govern-  
21 ment Code, delivery of this  
22 document has been made to the  
23 Chairman of the Board of Sup-  
24 ervisor.

25 PETER McNAMEE, CLERK  
26 BOARD OF SUPERVISORS

Bula M. Cooper  
Deputy



Local Agency County of YoloDate June 9, 1981Supplement No. 12

To Local Agency-State

Agreement No. 03-5922

PMS-000S (173)

03-Yol-0-CR

YOLO COUNTY AGREEMENT NO. 81-155

**PROGRAM  
OF  
LOCAL AGENCY FEDERAL-AID SAFETY IMPROVEMENT PROJECTS  
IN THE**

COUNTY OF YOLO

*Local Agency*

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal-Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~CITY OF YOLO/RESOLUTION NO.~~ Minute Order No. 81-611 approved by the ~~CITY COUNCIL~~ County Board of Supervisors on July 21, 1981 (See copy attached).

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

County of Yolo

*Local Agency*

*Robert M. Blank*  
By Chairman, Board of Supervisors

Title

PETER McNAMEE, COUNTY CLERK

Deputy

Attest By

*Shula M. Cooper*  
Clerk

Approved for State

District Director of Transportation

Date

District 03

Department of Transportation

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

| Accounting Officer |          |      |             |         |     |          | \$          |
|--------------------|----------|------|-------------|---------|-----|----------|-------------|
| Chapter            | Statutes | Item | Fiscal Year | Program | NSU | Category | Fund Source |
|                    |          |      |             |         |     |          |             |

## OF

## LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

03-Y01-0-CR

Date: June 10, 1981

PROGRAM SUPPLEMENT NO.: 12

Local Agency: County of Yolo

TO MASTER AGREEMENT NO. 03-5922

\*Local Agency Funds  
unless otherwise  
specified

Special Covenants or Remarks: 1. The County will act as the Administrator for the project. 2. Initial pavement marking work is to be completed by June 9, 1982. 3. In awarding, or agreeing to award the contract, the Local Agency agrees the payment of Federal funds will be limited to the detail estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification (PR-2A), and accepts any increases in local agency contribution. 4. The County agrees to maintain the completed work during the two-year evaluation period. 5. In executing this Program Supplemental Agreement, the local agency hereby reaffirms the "nondiscrimination assurances" contained in the aforementioned Master Agreement for Federal-Aid Program.

DLA-431 (3/81)

Local Agency County of Yolo  
 Date June 9, 1981  
 Supplement No. 12  
 To Local Agency-State  
 Agreement No. 03-5922  
 PMS-000S (173)  
 03-Yol-0-CR

CERTIFICATION OF FUNDS

I hereby certify upon my personal knowledge that sufficient funds are included in the State budget expenditure plan for the 1981-82 fiscal year for agreement 03-5922, Supp 12. Should such funds be subsequently deleted by legislative or Governor's action on that year's Budget Bill, this document will be cancelled before services are rendered or goods received.

| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-family: cursive; font-size: 1.2em;">R. J. Tolson</div> <div>6/22/81</div> <div>Accounting Officer</div> <div>\$118,000.00</div> </div> |         |             |             |         |     |          |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|-------------|---------|-----|----------|-------------|
| Chapter                                                                                                                                                                                                                                   | Statute | Item        | Fiscal Year | Program | NSU | Category | Fund Source |
| -                                                                                                                                                                                                                                         | -       | 266-101-890 | 1981-82     | HCB     | U   | 220      | AF500       |

SPECIAL COVENANTS

This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1981 for the fiscal year 1981-82 for the purposes of this program. In addition this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if the Budget Act of 1981 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

JUL 23 1981

PETER McNAMEE, Clerk

AGREEMENT NO. 81-156

By Charles M. Long

( Ambulance Service Agreement)

THIS AGREEMENT, made and entered into this 21st day of July, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and William D. Seltzer, doing business as A-1 Yolo Ambulance Company, hereinafter referred to as CONTRACTOR.

## W I T N E S S E T H:

1. Definition of Terms:

The following definitions shall apply through this agreement:

- a. Official Call. Any emergency or non-emergency ambulance trip or transfer to/from Yolo General Hospital which is dispatched by the County Communications Center.
- b. Communications. The Communications Center of the County of Yolo.
- c. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.
- d. Emergency. Any sudden or serious illness or injury requiring, as determined at the scene, immediate medical or psychiatric attention, or any case declared to be an emergency by a doctor of medicine.
- e. Lack of good Moral Character. The following are indicative of lack of good moral character:  
Addiction to the use of narcotics, or the excessive use of intoxicating liquors; the engagement in immoral, infamous or disgraceful conduct; false statements of material facts; or the practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.
- f. On Duty Personnel. The driver and attendant who are stationed at the same location as the ambulance equipment and capable of respond-

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ing to calls.

g. Suspension. A cessation of the rights and obligations under this Agreement for a certain period of time, after which period this Agreement is automatically in full force and effect.

h. Zone of Responsibility. Area of the County designated by this contract and as shown on Exhibit B of this Agreement.

2. Response to Calls.

- a. CONTRACTOR shall promptly respond to an "Official Call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient. The standard for determining which facility meets these requirements is the Sacramento Sierra Valley Regional Emergency Medical Services Facility Assessment Profile or its successor in authority and purpose.
- b. If CONTRACTOR is unable to respond promptly to an official call, the CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance contractor.
- c. All emergency calls received by CONTRACTOR outside his own zone of responsibility shall be immediately referred to the County Communication Center for dispatch of nearest ambulance.
- d. CONTRACTOR shall promptly notify the Communications Center upon actual departure and arrival at the scene of the emergency.
- e. If directed by the patient, his physician or his authorized agent to a facility other than one specified in 2 a above, the call shall no longer be considered an "official Call", and if CONTRACTOR transports the patient as directed, COUNTY is released from all responsibility thereunder.

- 1 f. COUNTY will dispatch only those calls that are directly  
2 received at the Communication Center. In the event that CONTRACTOR is  
3 summoned in an emergency by someone in person, not over the telephone,  
4 the trip will be considered an "Official Call" only if the emergency  
5 is verified by law enforcement or fire department personnel, within  
6 60 minutes of the response by CONTRACTOR. CONTRACTOR shall be re-  
7 sponsible for having the law enforcement or fire department personnel  
8 call Communications and provide the necessary verification.
- 9 g. Nothing in this Agreement is to be construed as to require response  
10 by CONTRACTOR to "Official Calls" in areas of riot or insurrection.  
11 Any damage sustained to equipment of CONTRACTOR in CONTRACTOR'S re-  
12 sponding to riot or insurrection areas shall be paid by COUNTY in  
13 addition to charges indicated in Exhibit A.
- 14 h. All obligations to be performed by CONTRACTOR hereunder, however, shall  
15 be subject to delay or failure resulting from war, fire, labor disputes,  
16 unforeseen commercial delays, acts of God, regulations or restrictions  
17 of the Government or public authorities, or other accidents, forces,  
18 conditions or circumstances beyond its control.
- 19 3. Availability of Equipment and Personnel:
- 20 a. CONTRACTOR shall keep ambulance equipment and on-duty personnel avail-  
21 able on a 24-hour basis. This is to be construed to require CONTRACTOR  
22 to provide equipment and personnel within his respective designated zone  
23 including an in-service ambulance and crew on stand-by to become immed-  
24 iately available when the primary ambulance is responding to another call.
- 25 b. CONTRACTOR shall keep the availability, location and status of all  
26 ambulance equipment current with Communications. Vehicles which do not  
27 have the required on-duty personnel in immediate attendance shall be  
28 considered "out of service", and shall be reported as such. In the  
event that all available equipment is in use, CONTRACTOR shall immed-

ately advise Communications that it cannot respond.

- c. County airways will not be used to assemble back-up crews, except that they may be used for alerting purposes.

4. Maintenance of Equipment.

- a. CONTRACTOR shall obtain and keep in force any permits required by the State of California to operate each piece of ambulance equipment, used in performance of this contract.
- b. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. Personnel.

- a. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks; however; COUNTY may impose a reasonable charge for such service.
- b. CONTRACTOR shall staff each ambulance with a driver of at least eighteen (18) years of age and an attendant of at least eighteen (18) years of age, both of whom shall wear clean uniforms, be neat and clean, who shall be physically capable of performing the duties required of them, and possess an EMT I or higher certificate. All drivers and attendants shall obtain and keep in force any permits, licenses, or certificates required by State laws or regulations, and shall comply with such laws and regulations.
- c. In addition, each ambulance driver shall have passed an appropriate ambulance driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.
- d. In all advertisements for labor or other personnel, or requests for employment of any nature, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. In all hiring, CONTRACTOR shall make every effort to hire qualified workers from all



1            races and ethnic groups. If CONTRACTOR has an agreement or contract  
2            with a labor union or employee organization, he will send to each  
3            such labor union or representative of workers with which he has a  
4            collective bargaining agreement or other contract or understanding,  
5            a notice, to be provided by the COUNTY, advising the said labor  
6            union or workers' representative of CONTRACTOR'S commitments under  
7            this section. CONTRACTOR shall maintain and permit access by the  
8            COUNTY to records of employment, employment advertisements, appli-  
9            cation forms, and other pertinent data and records for the purpose of  
10           investigation to ascertain compliance with this section of this agree-  
11           ment. If the COUNTY has reason to believe that CONTRACTOR may have  
12           committed a violation of this section of the Agreement, or of the  
13           California Fair Employment Practices Act, or of any applicable State  
14           or Federal law concerning fair labor or equal employment practices,  
15           the COUNTY will cause written notice to be served on the CONTRACTOR.  
16           The notice shall set forth the nature of the violation. Upon COUNTY'S  
17           request, CONTRACTOR shall meet with representatives of the COUNTY,  
18           in order to determine the means of correcting the violation, and the  
19           time period in which the violation shall be corrected. If, within  
20           ten (10) days, CONTRACTOR has failed or refused to remedy the vio-  
21           lation, COUNTY may notify the appropriate regulatory agency and pursue  
22           any other remedies which may be available under law.

23        6. Insurance.

24           CONTRACTOR agrees to carry, at his own cost and expense, the following  
25           insurance:

- 26           a. Bodily injury liability insurance with limits of not less than  
27           \$250,000 for one person, and \$500,000 for more than one person in  
28           one accident or occurrence.

- 1 b. Property damage liability insurance with a limit of not less than  
2 \$50,000.
- 3 c. In lieu of a policy or policies with the limits stated in a & b above,  
4 a combined single limit policy may be carried, covering both bodily  
5 injury and property damage, in an amount not less than \$500,000.
- 6 d. Medical malpractice insurance with a limit of not less than \$500,000.
- 7 e. Said policies of insurance shall carry the COUNTY OF YOLO as an add-  
8 itional named insured, and shall contain a provision to the effect  
9 that prior to cancellation or termination of any of said policies, a  
10 thirty (30) day written notice of such proposed cancellation or  
11 termination be given to COUNTY by the insurance carrier. CONTRACTOR  
12 shall furnish COUNTY a copy of his insurance policy or policies upon  
13 the execution of this agreement.
- 14 f. CONTRACTOR shall defend, indemnify and hold harmless COUNTY and its  
15 officers and employees, for any and all liability and claims for  
16 damages for injury, sickness and disease or death to persons or pro-  
17 perty from any cause whatsoever, arising from or connected with his  
18 operations or services hereunder performed by CONTRACTOR after the  
19 acceptance of an official call.

20 7. Collections and Billing.

- 21 a. CONTRACTOR shall submit all Medi-Cal and Medi-Care claims to the  
22 appropriate offices. COUNTY agrees to assist in obtaining necessary  
23 medical, clinical, diagnostic, date and time service, P.O.E. Medi-  
24 Cal stickers, or police reports for CONTRACTOR for calls involving  
25 Yolo General Hospital, to assist in submitting and processing Medi-  
26 Cal or Medi-Care claims.
- 27 b. CONTRACTOR shall comply with all State and Federal laws, rules and  
28 regulations regarding billings under State or Federal medical care

programs

c. Official calls which terminate at an appropriate emergency medical facility shall be considered as one complete trip, with full basic and mileage rates applied. When a patient is treated as an out-patient and is not admitted to the receiving hospital, but is referred to another facility after out-patient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run and shall be billed as such when CONTRACTOR bills.

8. Inspection.

- a. Representatives of COUNTY may inspect CONTRACTOR'S records for the purpose of determining compliance with the provisions of this agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.
- b. CONTRACTOR shall permit inspection by COUNTY'S Communications Department of the communication equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. Compliance with Laws Relating to Ambulance Service.

CONTRACTOR shall comply with all applicable laws, rules and regulations, State and Federal, relating to availability and operations of ambulance service, including, but not limited to radio communications.

10. Payment of Claims.

- a. Within 15 days of receipt of a claim for the month, COUNTY shall pay CONTRACTOR at the rate set out in Exhibit "A".
- b. In order for a claim to be considered as properly arising under this Agreement, it is necessary that CONTRACTOR shall have complied with

all applicable terms of this Agreement.

11. Non-Emergency Transfers.

- a. COUNTY Communications shall call the participating CONTRACTOR responsible for the Woodland area to transport non-emergency patients within his area to or from Yolo General Hospital.
- b. COUNTY Communications shall call the participating CONTRACTOR responsible for the Davis area to transport non-emergency patients between Yolo General Hospital and any point in his area.
- c. COUNTY Communications shall call the participating CONTRACTOR responsible for the East Yolo area to transport non-emergency patients between Yolo General Hospital and any point in his area.
- d. On out-of-county non-emergency transfers to or from Yolo General Hospital, COUNTY Communications shall, so far as possible, rotate such calls on a monthly basis.

12. Zones of Responsibility.

- a. The zones of responsibility defined by Exhibit B shall remain as CONTRACTOR'S zone of responsibility throughout the term of this Agreement.
- b. CONTRACTOR shall not make an official call outside his zone of responsibility without approval of Communications.
- c. COUNTY reserves the right to dispatch ambulances across zones of responsibility when CONTRACTOR is unable to adequately respond to emergency calls.

13. Effect of Violations of Agreement.

- a. Violation of any term of this agreement by CONTRACTOR shall be grounds for suspension of Agreement, in addition to any other remedies at law or in equity which COUNTY may have for breach of contract. The standards and provisions contained herein may be used in determining

whether or not CONTRACTOR has complied with Title 4, Chapter<sup>6</sup> of the County Code,

- b. If it should come to the attention of COUNTY that any of the provisions of this agreement are being violated by CONTRACTOR, COUNTY shall notify CONTRACTOR with a telephone call to the manager personally, and thereafter confirm in writing such violation or violations. If CONTRACTOR fails to correct said violation or violations within three (3) days of receiving said written notice, COUNTY shall have the right to suspend the operation of this Agreement until such violation or violations have been corrected.

14. Relationship of the Parties.

- a. It is specifically understood and agreed that CONTRACTOR is an independent contractor, and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which he may incur to the Federal or State Government as a consequence of this Agreement.
- b. Action by COUNTY authorizing ambulance service and action by CONTRACTOR acting pursuant thereto, shall not obligate COUNTY to a hospital for emergency or long-term hospital services.

15. Assignments.

CONTRACTOR shall not assign any rights or duties under this agreement to a third party, without written consent of the Board of Supervisors of the County of Yolo. Any such assignment in violation of this Agreement may, at the option of the COUNTY, terminate this Agreement.

16. Communications Requirements. CONTRACTOR and Communications shall comply

with F.C.C. requirements and such regulatory policies and procedures as shall be promulgated from time to time by the manager of County Communications or his successor in office or function.

17. Term of Contract. Unless sooner terminated by either party giving sixty (60) days written notice to the other party, this Agreement shall cover the period from July 1, 1981 to June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert M. Black  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Paula M. Cooper  
DEPUTY

BY William J. Self

Approved as to Form  
Charles R. Mack,  
County Counsel

BY Elizabeth R. O'Hally  
Deputy

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS  
Paula M. Cooper  
Deputy

EXHIBIT "A"

AMBULANCE SERVICES AGREEMENT NO. 81-156

A-1 YOLO AMBULANCE COMPANY

COUNTY will pay CONTRACTOR ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100) per month base rate, plus telephone charges; plus TWENTY-FIVE DOLLARS (\$25.00) per dry run for every dry run in excess of ninety-nine (99) for any given Calendar Quarter. The dry runs will be paid quarterly upon CONTRACTOR'S presentation of proof of dry runs in excess of ninety-nine (99) per quarter. The base rate will be paid on a monthly basis. There shall be no deductions from the payments of base rate due CONTRACTOR hereunder for failure of CONTRACTOR to respond to official calls as indicated under 2 b. The rate for FY 1981-82 was based upon payment and dry run patterns in each of the previous three (3) fiscal years; it being parties intention to provide a fixed base in terms of monthly payments for services hereunder and dry runs for any future contract negotiations.



EXHIBIT "B"

A-1 YOLO AMBULANCE SERVICE shall provide ambulance service to the area in Yolo County west of the west levee of the Yolo By-Pass and north of the north right of way line of County Road No. 27, and the area east of the Yolo By-Pass that is north of the northwesterly right of way line of Road No. 124.

JUL 23 1981

AGREEMENT NO. 81-157

PETER McNAMEE, Clerk

(Ambulance Service Agreement)

By Paul M. [Signature], Secretary

THIS AGREEMENT, made and entered into this 21st day of July, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Steven C. Gibson, doing business as Davis Ambulance Company, hereinafter referred to as CONTRACTOR.

## W I T N E S S E T H:

1. Definition of Terms:

The following definitions shall apply through this agreement:

- a. Official Call. Any emergency or non-emergency ambulance trip or transfer to/from Yolo General Hospital which is dispatched by the County Communications Center.
- b. Communications. The Communications Center of the County of Yolo.
- c. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.
- d. Emergency. Any sudden or serious illness or injury requiring, as determined at the scene, immediate medical or psychiatric attention, or any case declared to be an emergency by a doctor of medicine.
- e. Lack of Good Moral Character: The following are indicative of lack of good moral character:  
Addiction to the use of narcotics, or the excessive use of intoxicating liquors; the engagement in immoral, infamous or disgraceful conduct; false statements of material facts; or the practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.
- f. On Duty Personnel. The driver and attendant who are stationed at the same location as the ambulance equipment and capable of respond-

ing to calls.

g. Suspension. A cessation of the rights and obligations under this Agreement for a certain period of time, after which period this Agreement is automatically in full force and effect.

h. Zone of Responsibility. Area of the County designated by this contract and as shown as Exhibit "B" of this Agreement.

2. Response to Calls:

- a. CONTRACTOR shall promptly respond to an "Official Call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed, and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient. The standard for determining which facility meets these requirements is the Sacramento Sierra Valley Regional Emergency Medical Services Facility Assessment Profile or its successor in authority and purpose.
- b. If CONTRACTOR is unable to respond promptly to an official call, the CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance contractor.
- c. All emergency calls received by CONTRACTOR outside his own zone of responsibility shall be immediately referred to the County Communication Center for dispatch of nearest ambulance.
- d. CONTRACTOR shall promptly notify the Communications Center upon actual departure and arrival at the scene of the emergency.
- e. If directed by the patient, his physician or his authorized agent to a facility other than one specified in 2 a above, the call shall no longer be considered an "official call", and if CONTRACTOR transports the patient as directed, COUNTY is released from all responsibility thereunder.

- 1 f. COUNTY will dispatch only those calls that are directly received at  
2 the Communications Center. In the event that CONTRACTOR is summoned  
3 in an emergency directly by Davis police or fire, or by someone in  
4 person, not over the telephone, the trip will be considered an  
5 "Official Call" if the emergency is verified by law enforcement or  
6 fire department personnel, within 60 minutes of the response by  
7 CONTRACTOR. CONTRACTOR shall be responsible for having the law en-  
8 forcement or fire department personnel call Communications and provide  
9 the necessary verification.
- 10 g. Nothing in this agreement is to be construed as to require response  
11 by CONTRACTOR to "official calls" in areas of riot or insurrection.  
12 Any damage sustained to equipment of CONTRACTOR in CONTRACTOR's re-  
13 sponding to riot or insurrection areas shall be paid by COUNTY in  
14 addition to charges indicated in Exhibit "A".
- 15 h. All obligations to be performed by CONTRACTOR hereunder, however, shall  
16 be subject to delay or failure resulting from war, fire, labor disputes,  
17 unforeseen commercial delays, acts of God, regulations or restrictions  
18 of the Government or public authorities, or other accidents, forces,  
19 conditions or circumstances beyond its control.

20 3. Availability of Equipment and Personnel:

- 21 a. CONTRACTOR shall keep ambulance equipment and on-duty personnel avail-  
22 able on a 24-hour basis. This is to be construed to require CONTRACTOR  
23 to provide equipment and personnel within his respective designated zone,  
24 including an in-service ambulance and crew on stand-by to become immed-  
25 iately available when the primary ambulance is responding to another call
- 26 b. CONTRACTOR shall keep the availability, location and status of all  
27 ambulance equipment current with Communications. Vehicles which do not  
28 have the required on-duty personnel in immediate attendance shall be

considered "out of service", and shall be reported as such. In the event that all available equipment is in use, CONTRACTOR shall immediately advise Communications that it cannot respond.

- c. County airways will not be used to assemble back-up crews, except that they may be used for alerting purposes.

4. Maintenance of Equipment.

- a. CONTRACTOR shall obtain and keep in force any permits required by the State of California to operate each piece of ambulance equipment, used in performance of this contract.
- b. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. Personnel.

- a. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks; however, COUNTY may impose a reasonable charge for such service.
- b. CONTRACTOR shall staff each ambulance with a driver of at least eighteen (18) years of age and an attendant of at least eighteen (18) years of age, both of whom shall wear clean uniforms, be neat and clean, who shall be physically capable of performing the duties required of them, and possess an EMT I or higher certificate. All drivers and attendants shall obtain and keep in force any permits, licenses or certificates required by State laws or regulations, and shall comply with such laws and regulations.
- c. In addition, each ambulance driver shall have passed an appropriate ambulance driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.

d. In all advertisements for labor or other personnel, or requests for employment of any nature, CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. In all hiring, CONTRACTOR shall make every effort to hire qualified workers from all races and ethnic groups. If CONTRACTOR has an agreement or contract with a labor union or employee organization, he will send to each such labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the COUNTY, advising the said labor union or workers' representative of CONTRACTOR'S commitments under this section. CONTRACTOR shall maintain and permit access by the COUNTY to records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of this agreement. If the COUNTY has reason to believe that CONTRACTOR may have committed a violation of this section of the Agreement, or of the California Fair Employment Practices Act, or of any applicable State or Federal law concerning fair labor or equal employment practices, the COUNTY will cause written notice to be served on the CONTRACTOR. The notice shall set forth the nature of the violation. Upon COUNTY'S request, CONTRACTOR shall meet with representatives of the COUNTY, in order to determine the means of correcting the violation, and the time period in which the violation shall be corrected. If, within ten (10) days, CONTRACTOR has failed or refused to remedy the violation, COUNTY may notify the appropriate regulatory agency and pursue any other remedies which may be available under law.

6. Insurance.

1 CONTRACTOR agrees to carry, at his own cost and expense, the following  
2 insurance:

3 a. Bodily injury liability insurance with limits of not less than  
4 \$250,000 for one person, and \$500,000 for more than one person in  
5 one accident or occurrence.

6 b. Property damage liability insurance with a limit of not less than  
7 \$50,000.

8 c. In lieu of a policy or policies with the limits stated in a & b above,  
9 a combined single limit policy may be carried, covering both bodily  
10 injury and property damage, in an amount not less than \$500,000.

11 d. Medical malpractice insurance with a limit of not less than \$500,000.

12 e. Said policies of insurance shall carry the COUNTY OF YOLO as an add-  
13 itional named insured, and shall contain a provision to the effect  
14 that prior to cancellation or termination of any of said policies, a  
15 thirty (30) day written notice of such proposed cancellation or  
16 termination be given to COUNTY by the insurance carrier. CONTRACTOR  
17 shall furnish COUNTY a copy of his insurance policy or policies upon  
18 the execution of this agreement.

19 f. CONTRACTOR shall defend, indemnify and hold harmless COUNTY and its  
20 officers and employees, for any and all liability and claims for  
21 damages, for injury, sickness and disease or death to persons or pro-  
22 perty from any cause whatsoever, arising from or connected with his  
23 operations or services hereunder performed by CONTRACTOR after the  
24 acceptance of an official call.

25 7. Collections and Billing.

26 a. CONTRACTOR shall submit all Medi-Cal and Medi-Care claims to the  
27 appropriate offices. COUNTY agrees to assist in obtaining necessary  
28 medical, clinical, diagnostic, date and time services, P.O.E. Medi-



Cal stickers, or police reports for CONTRACTOR for calls involving Yolo General Hospital, to assist in submitting and processing Medi-Cal or Medi-Care claims.

- b. CONTRACTOR shall comply with all State and Federal laws, rules and regulations regarding billings under State or Federal medical care programs.
- c. Official calls which terminate at an appropriate emergency medical facility shall be considered as one complete trip, with full basic and mileage rates applied. When a patient is treated as an out-patient and is not admitted to the receiving hospital, but is referred to another facility after out-patient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run and shall be billed as such when CONTRACTOR bills.

8. Inspection.

- a. Representatives of COUNTY may inspect CONTRACTOR'S records for the purpose of determining compliance with the provisions of the agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.
- b. CONTRACTOR shall permit inspection by COUNTY'S Communications Department of the communication equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. Compliance with Laws Relating to Ambulance Service.

CONTRACTOR shall comply with all applicable laws, rules and regulations, State and Federal, relating to availability and operations of ambulance service, including, but not limited to radio communications.

10. Payment of Claims.

- a. Within 15 days of receipt of a claim for the month, COUNTY shall

1 Cal stickers, or police reports for CONTRACTOR for calls involving  
2 Yolo General Hospital, to assist in submitting and processing Medi-  
3 Cal or Medi-Care claims.

4 b. CONTRACTOR shall comply with all State and Federal laws, rules and  
5 regulations regarding billings under State or Federal medical care  
6 programs.

7 c. Official calls which terminate at an appropriate emergency medical  
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11 to another facility after out-patient treatment, the trip from the  
12 initial facility to the other facility is deemed to be a part of the  
13 same run and shall be billed as such when CONTRACTOR bills.

14 8. Inspection.

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16 purpose of determining compliance with the provisions of the agree-  
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18 COUNTY.

19 b. CONTRACTOR shall permit inspection by COUNTY'S Communications De-  
20 partment of the communication equipment of all ambulances utilized  
21 hereunder. CONTRACTOR shall immediately correct any deficiencies  
22 noted.

23 9. Compliance with Laws Relating to Ambulance Service.

24 CONTRACTOR shall comply with all applicable laws, rules and regulations,  
25 State and Federal, relating to availability and operations of ambulance  
26 service, including, but not limited to radio communications.

27 10. Payment of Claims.

28 a. Within 15 days of receipt of a claim for the month, COUNTY shall

1 for suspension of agreement, in addition to any other remedies at law  
2 or in equity which COUNTY may have for breach of contract. The  
3 standards and provisions contained herein may be used in determining  
4 whether or not CONTRACTOR has complied with Title 4, Chapter 6 of the  
5 County Code.

- 6 b. If it should come to the attention of COUNTY that any of the provis-  
7 ions of this agreement are being violated by CONTRACTOR, COUNTY shall  
8 notify CONTRACTOR with a telephone call to the manager personally,  
9 and thereafter confirm in writing such violation or violations. If  
10 CONTRACTOR fails to correct said violation or violations within three  
11 (3) days of receiving said written notice, COUNTY shall have the  
12 right to suspend the operation of this agreement until such violation  
13 or violations have been corrected.

14 14. Relationship of the Parties.

- 15 a. It is specifically understood and agreed that CONTRACTOR is an  
16 independent contractor, and is not subject to the direction and con-  
17 trol of COUNTY except as to final result. CONTRACTOR shall be  
18 solely liable and responsible to pay all required taxes and other  
19 obligations, including, but not limited to, withholding and Social  
20 Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless  
21 from any liability which he may incur to the Federal or State  
22 Government as a consequence of this agreement.
- 23 b. Action by COUNTY authorizing ambulance services and action by  
24 CONTRACTOR acting pursuant thereto, shall not obligate COUNTY to  
25 a hospital for emergency or long-term hospital services.

26 15. Assignments.

27 CONTRACTOR shall not assign any rights or duties under this agreement to  
28 a third party without written consent of the Board of Supervisors of

1 the County of Yolo. Any such assignment in violation of this agreement  
2 may, at the option of the COUNTY, terminate this agreement.

3 16. Communications Requirements.

4 CONTRACTOR and Communications shall comply with F.C.C. requirements and  
5 such regulatory policies and procedures as shall be promulgated from time  
6 to time by the manager of County Communications or his successor in  
7 office or function.

8 17. Term of Contract.

9 Unless sooner terminated by either party giving sixty (60) days written  
10 notice to the other party, this agreement shall cover the period from  
11 July 1, 1981 to June 30, 1982.

12 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
13 as of the date and year first above written.

14 COUNTY OF YOLO, a political sub-  
15 division of the State of California

16 BY Robert N. Clark  
17 CHAIRMAN OF THE BOARD OF SUPERVISORS

18 ATTEST:

19 PETER McNAMEE, CLERK

20 BY Charles R. Mack  
21 Deputy

22 BY Steven C. Gibson  
23 STEVEN C. GIBSON, DBA  
24 DAVIS AMBULANCE COMPANY

25 Approved as to Form  
26 Charles R. Mack,  
27 County Counsel

28 BY Elizabeth A. Holly  
Deputy

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 26103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

Charles R. Mack  
Deputy

EXHIBIT "A"

AMBULANCE SERVICES AGREEMENT NO. 81-157

DAVIS AMBULANCE COMPANY

COUNTY will pay CONTRACTOR ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100) per month base rate, plus telephone charges; plus TWENTY-FIVE DOLLARS (\$25.00) per dry run for every dry run in excess of thirty-three (33) per quarter. The base rate will be paid on a monthly basis. There shall be no deductions from the payments of the base rate due CONTRACTOR hereunder for failure of CONTRACTOR to respond to official calls as indicated under 2 b. The rate for FY 1981-82 was based upon payment and dry run patterns for each of the previous three (3) fiscal years; it being parties intention to provide a fixed base in terms of monthly payments for services hereunder and dry runs for any future contract negotiations.

EXHIBIT "B"

DAVIS AMBULANCE SERVICE shall provide ambulance service to that area of the County southerly of the north right of way line of Road No. 27 and west of the west levee of the Yolo By-Pass.

JUL 28 1981

AGREEMENT NO. 81-158

PETER McNAMEE, Clerk

(Ambulance Service Agreement)

By Peter McNamee, Deputy

THIS AGREEMENT, made and entered into this 21st day of July, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Chet Waterbury, doing business as Sacramento Ambulance Company, hereinafter referred to as CONTRACTOR.

## W I T N E S S E T H:

1. Definition of Terms:

The following definitions shall apply through this agreement:

- a. Official Call. Any emergency or non-emergency ambulance trip or transfer to/from Yolo General Hospital which is dispatched by the County Communications Center.
- b. Communications. The Communications Center of the County of Yolo.
- c. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.
- d. Emergency. Any sudden or serious illness or injury requiring, as determined at the scene, immediate medical or psychiatric attention, or any case declared to be an emergency by a doctor of medicine.
- e. Lack of Good Moral Character: The following are indicative of lack of good moral character:  
Addiction to the use of narcotics, or the excessive use of intoxicating liquors; the engagement in immoral, infamous or disgraceful conduct; false statements of material facts; or the practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.
- f. On Duty Personnel. The driver and attendant who are stationed at the same location as the ambulance equipment and capable of respond-



ing to calls.

- g. Suspension. A cessation of the rights and obligations under this agreement for a certain period of time, after which period this agreement is automatically in full force and effect.
- h. Zone of Responsibility. Area of the County designated by this contract and as shown as Exhibit "B" of this agreement.

2. Response to Calls:

- a. CONTRACTOR shall promptly respond to an "official call". CONTRACTOR shall transport such emergency patient to the most accessible medical facility equipped, staffed, and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient. The standard for determining which facility meets these requirements is the Sacramento Sierra Valley Regional Emergency Medical Services Facility Assessment Profile or its successor in authority and purpose.
- b. If CONTRACTOR is unable to respond promptly to an official call, the CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance contractor.
- c. All emergency calls received by CONTRACTOR outside his own zone of responsibility shall be immediately referred to the County Communications Center for dispatch of nearest ambulance.
- d. CONTRACTOR shall promptly notify the Communications Center upon actual departure and arrival at the scene of the emergency.
- e. If directed by the patient, his physician or his authorized agent to a facility other than one specified in 2 a above, the call shall no longer be considered an "official call", and if CONTRACTOR transports the patient as directed, COUNTY is released from all responsibility thereunder.

- 1 f. COUNTY will dispatch only those calls that are directly received at  
2 the Communications Center. In the event that CONTRACTOR is summoned  
3 in an emergency directly by someone in person, not over the telephone,  
4 the trip will be considered an "official Call" only if the emergency  
5 is verified by law enforcement or fire department personnel, within  
6 60 minutes of the response by CONTRACTOR. CONTRACTOR shall be re-  
7 sponsible for having the law enforcement or fire department personnel  
8 call Communications and provide the necessary verification.
- 9 g. Nothing in this agreement is to be construed as to require response  
10 by CONTRACTOR to "official calls" in areas of riot or insurrection.  
11 Any damage sustained to equipment of CONTRACTOR in CONTRACTOR's  
12 responding to riot or insurrection areas shall be paid by COUNTY  
13 in addition to charges indicated in Exhibit "A".
- 14 h. All obligations to be performed by CONTRACTOR herein, however, shall  
15 be subject to delay or failure resulting from war, fire, labor disputes  
16 unforeseen commercial delays, acts of god, regulations or restrictions  
17 of the Government or public authorities, or other accidents, forces,  
18 conditions, or circumstances beyond its control.
- 19 3. Availability of Equipment and Personnel:
- 20 a. CONTRACTOR shall keep ambulance equipment and on-duty personnel avail-  
21 able on a 24-hour basis. This is to be construed to require CONTRACTOR  
22 to provide equipment and personnel within his respective designated zone  
23 including an in-service ambulance and crew on standby to become immed-  
24 iately available when the primary ambulance is responding to another  
25 call.
- 26 b. CONTRACTOR shall keep the availability, location and status of all  
27 ambulance equipment current with Communications. Vehicles which do not  
28 have the required on-duty personnel in immediate attendance shall be

1 considered "out of service", and shall be reported as such. In the  
2 event that all available equipment is in use, CONTRACTOR shall immedi-  
3ately advise Communications that it cannot respond.

- 4 c. County airways will not be used to assemble back-up crews, except  
5 that they may be used for alerting purposes.

6 4. Maintenance of Equipment.

- 7 a. CONTRACTOR shall obtain and keep in force any permits required by the  
8 State of California to operate each piece of ambulance equipment, used  
9 in performance of this contract.  
10 b. CONTRACTOR shall maintain all equipment in a safe and sanitary condi-  
11 tion.

12 5. Personnel.

- 13 a. CONTRACTOR shall employ only personnel of good moral character.  
14 COUNTY shall make available to CONTRACTOR its facilities for making  
15 background and character checks; however, COUNTY may impose a reason-  
16able charge for such service.  
17 b. CONTRACTOR shall staff each ambulance with a driver of at least  
18 eighteen (18) years of age and an attendant of at least eighteen (18)  
19 years of age, both of whom shall wear clean uniforms, be neat and  
20 clean, who shall be physically capable of performing the duties re-  
21 quired of them, and possess an EMT I or higher certificate. All driver  
22 and attendants shall obtain and keep in force any permits, licenses or  
23 certificates required by State laws or regulations, and shall comply  
24 with such laws and regulations.  
25 c. In addition, each ambulance driver shall have passed an appropriate  
26 ambulance driver's test as prescribed by the laws of the State of  
27 California, and shall have in his possession a permit attesting to  
28 this fact.

1 d. In all advertisements for labor or other personnel, or requests for  
2 employment of any nature, CONTRACTOR shall state that all qualified  
3 applicants will receive consideration for employment without regard to  
4 race, color, religion, sex, or national origin. In all hiring,  
5 CONTRACTOR shall make every effort to hire qualified workers from all  
6 races and ethnic groups. If CONTRACTOR has an agreement or contract  
7 with a labor union or employee organization, he will send to each  
8 such labor union or representative of workers with which he has a  
9 collective bargaining agreement or other contractor or understanding,  
10 a notice, to be provided by the COUNTY, advising the said labor  
11 union or workers' representative of CONTRACTOR'S commitments under  
12 this section. CONTRACTOR shall maintain and permit access by the  
13 COUNTY to records of employment, employment advertisements, appli-  
14 cation forms, and other pertinent data and records for the purpose of  
15 investigation to ascertain compliance with this section of this agree-  
16 ment. If the COUNTY has reason to believe that CONTRACTOR may have  
17 committed a violation of this section of the Agreement, or of the  
18 California Fair Employment Practices Act, or of any applicable State  
19 or Federal law concerning fair labor or equal employment practices,  
20 the COUNTY will cause written notice to be served on the CONTRACTOR.  
21 The notice shall set forth the nature of the violation. Upon COUNTY'S  
22 request, CONTRACTOR shall meet with representatives of the COUNTY,  
23 in order to determine the means of correcting the violation, and the  
24 time period in which the violation shall be corrected. If, within  
25 ten (10) days, CONTRACTOR has failed or refused to remedy the vio-  
26 lation, COUNTY may notify the appropriate regulatory agency and pursue  
27 any other remedies which may be available under law.

28 6. Insurance.

1 CONTRACTOR agrees to carry, at this own cost and expense, the following  
2 insurance:

- 3 a. Bodily injury liability insurance with limits of not less than  
4 \$250,000 for one person, and \$500,000 for more than one person in  
5 one accident or occurrence.
- 6 b. Property damage liability insurance with a limit of not less than  
7 \$50,000.
- 8 c. In lieu of a policy or policies with the limits stated in a & b above,  
9 a combined single limit policy may be carried, covering both bodily  
10 injury and property damage, in an amount not less than \$500,000.
- 11 d. Medical malpractice insurance with a limit of not less than \$500,000.
- 12 e. Said policies of insurance shall carry the COUNTY OF YOLO as an add-  
13 itional named insured, and shall contain a provision to the effect  
14 that prior to cancellation or termination of any of said policies, a  
15 thirty (30) day written notice of such proposed cancellation or  
16 termination be given to COUNTY by the insurance carrier. CONTRACTOR  
17 shall furnish COUNTY a copy of his insurance policy or policies upon  
18 the execution of this agreement.
- 19 f. CONTRACTOR shall defend, indemnify and hold harmless COUNTY and its  
20 officers and employees, for any and all liability and claims for  
21 damages, for injury, for sickness and disease or death to persons or  
22 property from any cause whatsoever, arising from or connected with  
23 his operations or services hereunder performed by CONTRACTOR after  
24 the acceptance of an official call.

25 7. Collections and Billing.

- 26 a. CONTRACTOR shall submit all Medi-Cal and Medi-Care claims to the  
27 appropriate offices. COUNTY agrees to assist in obtaining necessary  
28 medical, clinical, diagnostic, date and times services, P.E.O. Medi-

Cal stickers, or police reports for CONTRACTOR for calls involving Yolo General Hospital, to assist in submitting and processing Medi-Cal or Medi-Care claims.

- b. CONTRACTOR shall comply with all State and Federal laws, rules and regulations regarding billings under State or Federal medical care programs.
- c. Official calls which terminate at an appropriate emergency medical facility shall be considered as one complete trip, with full basic and mileage rates applied. When a patient is treated as an out-patient and is not admitted to the receiving hospital, but is referred to another facility after out-patient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run and shall be billed as such when CONTRACTOR bills.

8. Inspection.

- a. Representatives of COUNTY may inspect CONTRACTOR'S records for the purpose of determining compliance with the provisions of the agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.
- b. CONTRACTOR shall permit inspection by COUNTY'S Communications Department of the communication equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. Compliance with Laws Relating to Ambulance Service.

CONTRACTOR shall comply with all applicable laws, rules and regulations, State and Federal, relating to availability and operations of ambulance service, including, but not limited to radio communications.

10. Payment of Claims.

- a. Within 15 days of receipt of a claim for the month, COUNTY shall

1 pay CONTRACTOR at the rate set out in Exhibit "A".

- 2 b. In order for a claim to be considered as properly arising under this  
3 agreement, it is necessary that CONTRACTOR shall have complied with  
4 all applicable terms of this agreement.

5 11. Non-Emergency Transfers.

- 6 a. COUNTY Communications shall call the participating CONTRACTOR re-  
7 sponsible for the Woodland area to transport non-emergency patients  
8 within his area to or from Yolo General Hospital.  
9 b. COUNTY Communications shall call the participating CONTRACTOR re-  
10 sponsible for the Davis area to transport non-emergency patients be-  
11 tween Yolo General Hospital and any point in his area.  
12 c. COUNTY Communications shall call the participating CONTRACTOR respon-  
13 sible for the East Yolo area to transport non-emergency patients be-  
14 tween Yolo General Hospital and any point in his area.  
15 d. On out-of-county non-emergency transfers to or from Yolo General  
16 Hospital, COUNTY Communications shall, so far as possible, rotate  
17 such calls on a monthly basis.

18 12. Zones of Responsibility.

- 19 a. The zones of responsibility defined by Exhibit "B" shall remain as  
20 CONTRACTOR'S zone of responsibility throughout the terms of this  
21 agreement.  
22 b. CONTRACTOR shall not make an official call outside his zone of respon-  
23 sibility without approval of Communications.  
24 c. COUNTY reserves the right to dispatch ambulances across zones of  
25 responsibility when CONTRACTOR is unable to adequately respond to  
26 emergency calls.

27 13. Effect of violations of Agreement.

- 28 a. Violation of any term of this agreement by CONTRACTOR shall be grounds



1 for suspension of agreement, in addition to any other remedies at law  
2 or in equity which COUNTY may have for breach of contract. The  
3 standards and provisions contained herein may be used in determining  
4 whether or not CONTRACTOR has complied with Title 4, Chapter 6 of the  
5 County Code.

- 6 b. If it should come to the attention of COUNTY that any of the provi-  
7 sions of this agreement are being violated by CONTRACTOR, COUNTY shall  
8 notify CONTRACTOR with a telephone call to the manager personally,  
9 and thereafter confirm in writing such violation or violations. If  
10 CONTRACTOR fails to correct said violation or violations within three  
11 (3) days of receiving said written notice, COUNTY shall have the  
12 right to suspend the operation of this agreement until such violation  
13 or violations have been corrected.

14 14. Relationship of the Parties.

- 15 a. It is specifically understood and agreed that CONTRACTOR is an  
16 independent contractor, and is not subject to the direction and con-  
17 trol of COUNTY except as to final result. CONTRACTOR shall be  
18 solely liable and responsible to pay all required taxes and other  
19 obligations, including, but not limited to, withholding and Social  
20 Security. CONTRACTOR agrees to indemnify and hold COUNTY harmless  
21 from any liability which he may incur to the Federal or State  
22 Government as a consequence of this agreement.
- 23 b. Action by COUNTY authorizing ambulance services and action by  
24 CONTRACTOR acting pursuant thereto, shall not obligate COUNTY to  
25 a hospital for emergency or long-term hospital services.

26 15. Assignments.

27 CONTRACTOR shall not assign any rights or duties under this agreement to  
28 a third party without written consent of the Board of Supervisors of

1 the County of Yolo. Any such assignment in violation of this agreement  
2 may, at the option of the COUNTY, terminate this agreement.

3 16. Communications Requirements.

4 CONTRACTOR and Communications shall comply with F.C.C. requirements and  
5 such regulatory policies and procedures as shall be promulgated from time  
6 to time by the manager of County Communications or his successor in  
7 office or function.

8 17. Term of Contract.

9 Unless sooner terminated by either party giving sixty (60) days written  
10 notice to the other party, this agreement shall cover the period from  
11 July 1, 1981 to June 30, 1982.

12 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
13 as of the date and year first above written.

14 COUNTY OF YOLO, a political sub-  
15 division of the State of California

16 BY Robert M. Clark  
17 CHAIRMAN OF THE BOARD OF SUPERVISORS

18 ATTEST:

19 PETER McNAMEE, CLERK

20 BY Paula M. Cooper  
21 DEPUTY

22 BY Chet C. Waterbury  
23 CHET WATERBURY, dba  
24 SACRAMENTO AMBULANCE COMPANY

25 Approved as to Form  
26 Charles R. Mack  
27 County Counsel

28 BY Elizabeth A. Hall  
Deputy

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETER McNAMEE, CLERK  
BOARD OF SUPERVISORS

Paula M. Cooper  
Deputy

EXHIBIT "A"

AMBULANCE SERVICE AGREEMENT NO. 81-158

SACRAMENTO AMBULANCE COMPANY

COUNTY will pay CONTRACTOR FIFTEEN HUNDRED DOLLARS (\$1500) per month base rate, plus telephone charges; plus TWENTY-FIVE DOLLARS (\$25.00) per dry run for every dry run in excess of sixty-six (66) for any given Calendar Quarter. The dry runs will be paid quarterly upon CONTRACTOR'S presentation of proof of dry runs in excess of sixty-six (66) per quarter. The base rate will be paid on a monthly basis. There shall be no deductions from the payments of base rate due CONTRACTOR hereunder for failure of CONTRACTOR to respond to official calls as indicated under 2 b. The rate for FY 1981-82 was based upon payment and dry run patterns in each of the previous three fiscal years; it being parties intention to provide a fixed base in terms of monthly payments for services hereunder and dry runs for any future contract negotiations. The proportion gross COUNTY charges for 1978-79 were 28,187; for 1979-80 were 32,955; and 1980-81 were 43,054, and the ratio of COUNTY payment to gross were 70%, 60%, and 50%.

EXHIBIT "B"  
ZONE OF RESPONSIBILITY

SACRAMENTO AMBULANCE SERVICE, INC., West Area Branch, shall provide ambulance service for the area in Yolo County southerly of the northwest right of way line of County Road No. 124 and easterly of the west levee of the Yolo By-Pass.

AGREEMENT NO. 81-159

COST SERVICE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th  
day of July 19 81, at Sacramento, County of Sacramento,  
State of California, by and between the STATE PERSONNEL BOARD, through  
its duly appointed, qualified and acting Executive Officer or his  
authorized representative, hereinafter called the Board, and the  
County of Yolo, hereinafter called  
the Local Agency.

WITNESSETH

That the parties, for and in consideration of the covenants, conditions,  
agreements, and stipulations expressed, and pursuant to authority contained  
in Section 18707, Government Code, hereby agree to the conditions as found  
in attached "Cost Services Contract Rules and Procedures" marked as Exhibit A  
and "Written Examination Price List" marked as Exhibit B which are incorporated  
herein by reference and made a part hereof. Exhibit B may be amended by the  
Board from time to time without renegotiating the contract.

Further, the parties agree that the Board shall, as a normal course of  
action, submit invoices covering those services rendered during a calendar  
month and the Local Agency agrees to pay such invoices within thirty days  
following receipt thereof.

The provisions of the attached Fair Employment Practices Addendum, Standard  
Form 3 (4/65), are incorporated by reference and made a part of this contract.

The term of the contract commences September 1, 1981 and terminates  
August 31, 1984. This contract may be terminated by either party  
upon giving the other party 30 days written notice of termination.

In the event of termination, the Board will be paid such amount as is due under the contract to and including the effective date of termination.

STATE PERSONNEL BOARD

By \_\_\_\_\_

Manager, Cooperative Personnel Services  
Title

LOCAL AGENCY

County of Yolo

Name of Agency

By

Floyd E. McCain  
Name

Floyd E. McCain  
Director of Personnel  
Title

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNCIL

By

Deputy County Council  
DEPUTY COUNTY COUNCIL

## COST SERVICES CONTRACT

## RULES AND PROCEDURES

## Section I - General Conditions

In performing the services incident to the planning, scheduling, preparation, construction and scoring of written examinations for classifications to be mutually agreed upon by the Local Agency and the Board, the following provisions shall govern:

a. Scheduling of Examinations.

Whenever during the term of this agreement, the Local Agency desires the services of the Board in the preparation of a written examination for a job classification, the Local Agency will submit to the Board a request for such services. This request shall include examination dates and closing dates for filing applications. These dates shall be set by the Local Agency within the guidelines of the Board to allow sufficient time for examination scheduling and preparation.

b. Information to be Furnished by Local Agency.

The Local Agency shall supply the Board with a written description of the work performed in the classes for which the Local Agency desires an examination prepared, including a statement of the minimum and/or desirable qualifications and the salary of the class.

c. Notification of Number of Competitors.

Immediately after the closing date for filing applications, but not less than 10 working days prior to the examination date, the Local Agency will notify the Board of the total number of competitors in each classification.

d. Preparation of Test Materials.

The Board shall construct a written examination, based on the information furnished by the Local Agency, for each job classification for which an examination has been requested by the Local Agency and agreed upon by the Board.

e. Transmittal of Test Materials.

The Board shall transmit to the Local Agency sufficient examination booklets, instructions for administering the examination and such other material as the Board may deem necessary.



f. Administration of Test and Return of Test Materials.

The Local Agency shall administer the examination in accordance with instructions provided by the Board and immediately following the examination will return to the Board all used and unused examination booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by the Board and not consumed (except that in such cases as provided in paragraphs I(i), I(j), and I(m) time extensions may be granted by the Board).

g. Re-Use of Test Material.

The Local Agency requesting test material for use on a specific date will not be allowed to re-use the tests on another date without prior permission of the Board.

h. Scoring of Tests.

At the discretion of the Local Agency, the responsibility for the scoring of tests may be delegated to the Board. In such cases, the Board will score the answer sheets and report the results, together with a recommended qualifying score, to the Local Agency within 14 working days after the answer sheets are returned to the Board, provided that in unusual circumstances involving large numbers of competitors or unforeseen difficulties in administration of the test, the Board may extend the period for receipt of results.

i. Test Papers Inspection Under Local Agency Policy.

If the Local Agency has an officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheets following the examination, and this rule or policy has been submitted in writing to the Board at least 10 days prior to the first examination scheduled under this agreement for which such inspection is desired, the Board will comply with the inspection privileges as officially recognized by the Local Agency except that no inspection shall be allowed for standardized test materials, or tests preduplicated as form tests or semi-form tests, or of questions not scored by an absolute standard. During key inspection a representative of the Local Agency personnel or administrative office will be present to assure that no candidate takes away with him any notes regarding a test question. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

j. Test Papers Inspection Under Board Policy.

If the Local Agency has no officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheet(s) following the examination and wishes to allow such an inspection privilege, the following policy of the Board shall govern:

1. Key Inspection. Inspection of a keyed copy of the examination question book, which is for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed, will be allowed for the five working days immediately following an examination, providing this has been requested by the Local Agency at least 10 days prior to the examination. The inspection time allowed a candidate will not exceed one-half the amount of time originally allowed to answer the question during the administration of the examination. During key inspection a representative of the personnel or administrative office of the Local Agency will be present to assure that the candidate takes no notes of any kind regarding any test materials. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.
2. Answer Sheet(s) Inspection. Inspection of a candidate's answer sheet(s), which is for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets, shall be allowed for a 14-calendar-day period immediately following the notification to the candidate of examination results. Upon request, the Board will return the candidate's answer sheet(s) after scoring and a copy of a keyed answer sheet(s) to the Local Agency. Candidates are not allowed to review the question booklet during this inspection period. Not more than one hour will normally be allowed for answer sheet(s) review, during which time a representative of the personnel or administrative office of the Local Agency shall be present to assure that no changes or marks of any kind are made by the candidate on his answer sheet(s) or the keyed answer sheet(s).
3. Certain Tests Not to be Open for Key Inspection. Standardized tests, and tests preduplicated as form tests and semi-form tests, and questions not scored by an absolute standard will not be available for keyed copy inspection nor may candidates be allowed to review copies of these tests at any time.

k. Retention of Test Material by the Board.

The Board shall, if requested by the Local Agency, retain the completed question booklets or answer sheet(s) for such reasonable period of time as the Local Agency's rules may prescribe.

1. Agency Responsibilities

The Agency shall perform all parts of the examination process, the performance of which has not specifically been requested of and agreed to by the Board, and shall assume responsibility for the conformity of the examination process to any applicable laws, rules, or ordinances and for the examination as a whole. Under the selection guidelines of the Equal Employment Opportunity Commission and the California Fair Employment Practices Commission, the Agency as test user is responsible for the results of the selection process and must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

The Agency agrees to hold harmless the Board, its officers, agents, and its employees from, and to indemnify the Board, its officers, agents, and its employees from, any damages or liability which may arise from the use by the Agency of any examination or selection procedure which is the subject of this agreement.

m. Extended Usage

If the Local Agency wishes to administer examinations on a continuous basis for certain mutually agreed upon classes, the Board may, in its discretion, supply the examination booklets, a scoring key and instructions for extended usage. Extended usage is defined as the Local Agency's retention of examination booklets and instructions after their initial administration for the purpose of readministering them. The Local Agency will score such examinations.

n. Security of Test Material

All test materials supplied by the Board under this agreement shall be and remain the property of the Board, and shall be held and stored in a manner that will prevent unauthorized persons from having access to it. The Agency agrees to be responsible for the security of all test materials supplied to the Agency and agrees to reimburse the Board for a portion or all of the replacement costs, as determined by the Board, for test materials that are lost or whose value for testing purposes, in the opinion of the Board, may have been destroyed while said test materials were subject to the custody of the Agency. Question booklets shall not be duplicated nor test questions copied by the Agency, under any circumstances.

If any test material obtained from the Board should become involved in legal proceedings by a court or other body vested with legal authority, the Agency will take appropriate measures to safeguard the confidentiality of the test material including answer sheets such as by motion for protective order.

o. Examination Charges

In consideration of the performance by the Board of the testing services specifically described in this Exhibit, the Agency agrees to reimburse the Board in accordance with "Written Examination Price List" (Exhibit B).

p. Canceled or Postponed Examinations

Agencies may be billed for work done on a canceled or postponed examination up to the time the Board is notified of such action. Under certain circumstances, credit may be given for work already performed if the test is rescheduled.

## Section II - Special Services

Upon the request of the Local Agency, the Board, in its discretion, shall supply any or all of the following special services:

- a. Advice and assistance on examining procedures and problems.
- b. Preparation and distribution of examination publicity.
- c. Distribution, receipt, and appraisal of applications.
- d. Preparation, administration and scoring of essay, problems and performance tests.
- e. Advice on and conduct of oral interviews.
- f. Preparation of eligible lists.
- g. Preparation of special information or affidavits regarding examinations provided, including giving of depositions and presentations in court required by legal action arising from use of any Board examination.
- h. Other technical personnel services.

## COOPERATIVE PERSONNEL SERVICES

EXAMINATION PRICE LIST

## STOCK TEST COST\*

| <u>Number of<br/>Candidates<br/>Scheduled</u> | <u>Schedule A<br/>(CPS scored and<br/>tabulated)</u> | <u>Schedule B<br/>(Scored by Local<br/>Agency)</u> |
|-----------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| 1 - 10                                        | \$135 minimum charge.                                | \$121 minimum charge.                              |
| 11 - 100                                      | \$135 plus \$2.35 per<br>candidate over 10.          | \$121 plus \$1.90 per<br>candidate over 10.        |
| 101 - 200                                     | \$346.50 plus \$1.80 per<br>candidate over 100.      | \$292 plus \$1.15 per<br>candidate over 100.       |
| 201 or more                                   | \$508.50 plus 90¢ per<br>candidate over 200.         | \$395.50 plus 65¢ per<br>candidate over 200.       |

## CUSTOM TEST COST\*

| <u>Number of<br/>Candidates<br/>Scheduled</u> | <u>Schedule A<br/>(CPS scored and<br/>tabulated)</u> | <u>Schedule B<br/>(Scored by Local<br/>Agency)</u> |
|-----------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| 1 - 10                                        | \$347 minimum charge.                                | \$332 minimum charge.                              |
| 11 - 100                                      | \$347 plus \$2.35 per<br>candidate over 10.          | \$332 plus \$1.90 per<br>candidate over 10.        |
| 101 - 200                                     | \$558.50 plus \$1.80 per<br>candidate over 100.      | \$503 plus \$1.15 per<br>candidate over 100.       |
| 201 or more                                   | \$720 plus 90¢ per<br>candidate over 200.            | \$606.50 plus 65¢ per<br>candidate over 200.       |

\*The charge for extended usage of examinations is \$33 per month. This charge is in addition to the schedule charge for the first usage of the examination. Please see our "Guide to Selection Services".

ENTRY LAW ENFORCEMENT  
(Form 1020 Series)  
AND ENTRY FIRE TESTS

## 1. Test prices for agencies participating in Validation Studies:

Stock test rates.

## 2. Test prices for other agencies:

| <u>Number of<br/>Candidates<br/>Scheduled</u> | <u>Schedule A<br/>(CPS scored and<br/>tabulated)</u> | <u>Schedule B<br/>(Scored by Local<br/>Agency)</u> |
|-----------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| 1 - 10                                        | \$149 minimum charge.                                | \$133 minimum charge.                              |
| 11 - 100                                      | \$149 plus \$2.60 per<br>candidate over 10.          | \$133 plus \$2.10 per<br>candidate over 10.        |
| 101 - 200                                     | \$383 plus \$2.00 per<br>candidate over 100.         | \$322 plus \$1.30 per<br>candidate over 100.       |
| 200 or more                                   | \$563 plus \$1.00 per<br>candidate over 200.         | \$439 plus 75¢ per<br>candidate over 200.          |



SPECIAL SERVICES

Listed examination prices cover the cost of normal consultation and examination preparation services. Additional service beyond normal will be charged at the appropriate billing rate or fee. Examples of such service include:

1. Preparation of special material or revision of existing materials which can be utilized in one agency only; for example, material covering local building codes, and individual department rules and regulations.
2. Research and analysis of candidate appeals, at a cost of \$40 for each appeal denied. (If an item is found to be faulty, Cooperative Personnel Services will absorb the cost of analyzing and responding to the appeal.)
3. An unusually high amount of technical or clerical staff time being spent to meet an agency's examining need. Several examples are:
  - a. Agencies requesting they be sent review copies of custom test segments will be charged \$2.20 per 15-item segment. The charge can be waived for agencies making significant contributions to the quality of custom test items sent for the test by sourcing items, rewriting outdated items and writing new test items.
  - b. Agencies requesting a lengthy custom written test (120 or more test items) will be charged for actual costs for typing time exceeding four hours.
  - c. Agencies which call in higher candidate counts after the originally estimated number of test booklets has been duplicated and assembled, will be charged for actual costs for any additional press work required to meet the higher candidate count.
4. Proctor services and arrangements for test administration arranged for or provided by Cooperative Personnel Services.
5. General consultation on selection systems and other services not directly related to a specific examination.
6. Scoring of problem and essay type questions.
7. Preparation of special information regarding the content, coverage, or validity of the provided examination, preparation of affidavits, giving of depositions and preparation for an appearance in court which is required in connection with any legal action pertaining to the use of any examination provided by the Board.

#### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*

## STANDARD AGREEMENT —

APPROVED BY THE  
ATTORNEY GENERALSTATE OF CALIFORNIA  
STD. 2 (REV. 11/75)
☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. SER.  
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

Agreement No. 81-160

|                                                                                                       |                                         |                    |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------|
| TITLE OF OFFICER ACTING FOR STATE<br>Chief, Program Support Branch<br>hereafter called the State, and | AGENCY<br>Department of Health Services | NUMBER<br>81-77144 |
| County of Yolo                                                                                        |                                         |                    |

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

- Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.
- The Contractor shall:
    - provide comprehensive family planning services in accordance with the "Standards for Family Planning Services", the "Standards for Male Sterilization Services", the "Standards for Female Sterilization Services", the "Standards for Infertility Services"; and the "Pregnancy Testing Standards, Policies, and Billing Procedures" of the Office of Family Planning, as found in the Guidebook for Family Planning Agencies which has been provided the Contractor.
    - provide comprehensive family planning services to persons who voluntarily request such services and are certified as eligible according to procedures established by the State.
    - not more frequently than monthly, in arrears, claim reimbursement from the State for the provision of comprehensive family planning services under the terms of this contract.

In consideration of the above comprehensive family planning services performed in a manner acceptable to the State, the State shall reimburse the Contractor not more frequently than monthly, in arrears, upon submission of a claim in a format prescribed by the State, stating the time period covered and the contract number, at rates not

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

|                                                                                                                                                                                                        |  |                                                                                                                            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------|--|
| STATE OF CALIFORNIA                                                                                                                                                                                    |  | CONTRACTOR                                                                                                                 |  |
| AGENCY<br>Department of Health Services                                                                                                                                                                |  | CONTRACTOR (IF OTHER THAN AWAREMEDICAL STATE WHETHER A CORPORATE PARTNERSHIP, ETC.)<br>County of Yolo Agreement No. 81-160 |  |
| BY AUTHORIZED SIGNATURE<br><i>Carroll Wells</i>                                                                                                                                                        |  | BY AUTHORIZED SIGNATURE<br><i>Robert M. Blank</i>                                                                          |  |
| TITLE<br>Chief, Program Support Branch                                                                                                                                                                 |  | TITLE<br>Chairman, Board of Supervisors                                                                                    |  |
| ADDRESS<br>10 Cottonwood Street<br>Woodland, CA 95695                                                                                                                                                  |  | ADDRESS<br>10 Cottonwood Street<br>Woodland, CA 95695                                                                      |  |
| CONTINUED ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR                                                                                                                                                  |  | APPROVED AS TO FORM<br>APPROVED AS TO CLERK<br>APPROVED AS TO CLERK                                                        |  |
| Department of General Services<br>USE ONLY                                                                                                                                                             |  | AMOUNT ENCUMBERED<br>\$ 8,150                                                                                              |  |
| UNENCUMBERED BALANCE                                                                                                                                                                                   |  | APPROPRIATION<br>Local Assistance                                                                                          |  |
| ADJ. INCREASING ENCUMBRANCE                                                                                                                                                                            |  | ITEM<br>426-111-001(b)                                                                                                     |  |
| ADJ. DECREASING ENCUMBRANCE                                                                                                                                                                            |  | FUNCTION<br>Funding subject to the approval of the Budget Act of 1981                                                      |  |
| LINE ITEM ALLOTMENT<br>7012                                                                                                                                                                            |  | FISCAL YEAR<br>1981-82                                                                                                     |  |
| 7320-5101-310101                                                                                                                                                                                       |  | FISCAL YEAR<br>1981-82                                                                                                     |  |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.                                                          |  | T.S.A. NO.                                                                                                                 |  |
| SIGNATURE OF ACCOUNTING OFFICER<br><i>D. L. HALL</i>                                                                                                                                                   |  | S.R. NO.                                                                                                                   |  |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1208 have been complied with and this document is exempt from review by the Department of Finance. |  | DATE<br>5-6-87                                                                                                             |  |
| SIGNATURE OF SUPERVISOR SIGNING ON BEHALF OF THE AGENCY<br><i>Carroll Wells</i>                                                                                                                        |  | DATE<br>AUG 14 1981                                                                                                        |  |

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 20103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.  
PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS  
Deputy  
*Pete E. Lucas*

County of Yolo81- 77144

in excess of those published in the "Schedule of Maximum Allowance for Medical and Related Services in Family Planning Programs", and the "Schedule of Maximum Allowances in Infertility Programs", copies of which have been provided to the Contractor. The Contractor further agrees to submit claims for reimbursement in accordance with the "Instructions for Completing and Mailing Billing Forms and Certification for Title XX and State Funds", which includes billing instructions for agencies approved to bill on an average fee basis, a copy of which has been provided to the Contractor. Claims are to be submitted to: Department of Health Services, Office of Family Planning, 714 P Street, Sacramento, CA 95814.

- d. Monitor the charges per client billed to the State within the period of this contract to ensure that such charges for basic contraceptive services do not exceed \$150 per client per the State's Fiscal year period.

Charges of over \$150 for basic contraceptive services for any individual within a fiscal year period will not be reimbursed unless prior written authorization has been requested and received from the Office of Family Planning.

- e. have spending authority for an amount not to exceed \$ 8,150 of the amount stated in paragraph 4 of this agreement to provide basic family planning services only.
2. The contractor agrees to abide by changes prepared by the Office of Family Planning in the "Standards for Family Planning Services", the "Standards for Male Sterilization Services", the "Standards for Female Sterilization Services", the "Standards for Infertility Services, and the "Pregnancy Testing Standards, Policies and Billing Procedures" of the Office of Family Planning as found in the Guidebook for Family Planning Agencies.
- Contractor also agrees to abide by changes in the "Schedule of Maximum Allowances for Family Planning and Infertility Services."
- Contractor will be notified of any such changes by means of numbered "Family Planning Letters" issued by the Chief, Office of Family Planning, Department of Health Services.
3. The term of this contract shall be for July 1, 1981 through June 30, 1982.
4. The total amount payable by the State to the Contractor under this contract shall not exceed \$ 8,150.
5. Funds paid under this program must be used to further the family planning program of the Contractor, and not for any other purpose. Contractor shall bill all third-party payors for services to insured clients and shall exhaust such payment potential prior to billing for said services under this agreement.
6. In the event that the State determines from invoices, performance reports, or other information that the contract amount will not be fully depleted, the State may make an adjustment in the form of an amendment to decrease the total contract amount. The Contractor will be notified of any such proposed adjustments prior to implementation and the Contractor agrees to execute said amendment when presented by the State.

County of Yolo81- 77144

7. Billings for reimbursement for services provided under this contract shall be submitted to the State within three (3) months of the date services were provided.
8. The attached Exhibit "A(F)" entitled "Additional Provisions" consisting of 13 pages is made a part of this agreement by this reference.
9. Funds may be transferred between service categories contained in this agreement upon prior written authorization from the Office of Family Planning. The aggregate amount transferred between categories shall not exceed \$10,000. The State reserves the right to deny any transfer of funds between categories. A transfer between categories in excess of \$10,000 must be by contract amendment only. It is further understood that in no event shall the maximum amount payable by the State for all service categories under this agreement exceed the amount stated in Paragraph 4 of this agreement.
10. Contractor shall report all patient visits under the comprehensive family planning program on a form provided by the State, and agrees to comply with all reporting requirements established by the State to administer this program. Such reporting shall be done in accordance with "Reporting Clinic Visits to the California Family Planning Reporting System", a copy of which has been provided to the Contractor. Reimbursement under this contract is contingent upon full compliance with these reporting requirements.
11. Eligible recipients are to meet the requirements of Section 14503 of the Welfare and Institutions Code and any applicable federal or State eligibility requirements. The State agrees to provide the Contractor with the instructions for certification of eligibility for family planning services and to notify the Contractor of any changes in eligibility requirements.
12. All client information as to personal facts and circumstances obtained by the agency shall be treated as privileged communication and shall be protected pursuant to the laws and regulations of the State or Federal Government governing privileged and confidential information. Information may be disclosed in summary, statistical, or other form which does not identify particular individuals.
13. This agreement may be terminated by either party upon 30 days written notice to the other party. Notification shall state the effective date and reason for the termination.
14. The attached Exhibit "B" entitled "Prior to July 1, 1981 Language", consisting of one page, is incorporated herein and made a part of this agreement by this reference.

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1981 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1981 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1981.
- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1981, for the fiscal year 1981-82 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1981 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.



FILED

## YOLO COUNTY JUVENILE COURT PROJECT

MAY 13 1982

AGREEMENT NO. 81-161

PETEE E. LUCAS, CLERK OF THE BOARD

BY Linna M. Galvan  
DEPUTY

CHANGE ORDER NO. 1

On the recommendation of the Director of the County Facilities Department, approved by the County Administrative Officer, and agreed to by the general contractor, the time for completion of the below-specified items of work to be done under Agreement No. 81-161, by and between Dravis Construction Company and the County of Yolo for the construction of the remodeling and addition of the Juvenile Court Facilities, including Alternates Nos. 3, 4, and 9, 238 West Beamer Street, Woodland, California, is extended as follows:

1. The time for completion of installation of the escutcheons (sometimes referred to as "decorative rosettes") for the locks referenced in the letter dated March 25, 1982, from Kent Burrow, Project Architect, to Dravis Construction Co., Inc. with attached deficiencies lists, shall be extended to May 14, 1982.

The reason for this change is that the locks originally were shipped with improper escutcheons; the locks are installed and are operable. The escutcheons have been ordered from the factory and will be shipped on April 30, 1982.

There is no change in the contract price for this work.

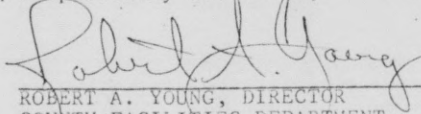
2. The time for completion of installation of the light poles as referenced in the March 17, 1982, deficiencies list shall be extended to April 21, 1982.

The reason for the change is that the factory shipped light poles of different colors, requiring a return to the factory for refinishing.

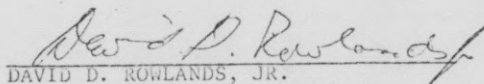
There is no change in the contract price for this work.

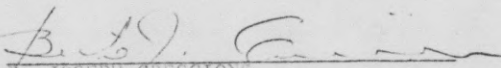
With regard to all other items of work required by Agreement No. 81-161, the time for completion shall remain as stated in Agreement No. 81-161, and the provisions of Part 3, Division 1, Section 1.03 of the Special Provisions of the Specifications shall apply thereto. The extensions of time granted by this Change Order shall refer only to the two items enumerated above, and to no other.

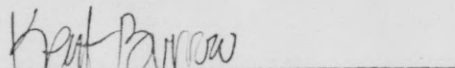
Respectfully submitted,

  
ROBERT A. YOUNG, DIRECTOR  
COUNTY FACILITIES DEPARTMENT

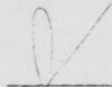
APPROVED:

  
DAVID D. ROWLANDS, JR.  
COUNTY ADMINISTRATIVE OFFICER

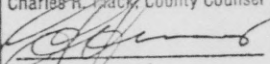
  
B. JOSEPH CRESCIONE  
COUNTY ARCHITECT

  
KENT BURROW  
PROJECT ARCHITECT

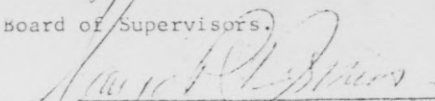
AGREED TO:

  
JOHN DRAVIS  
DRAVIS CONSTRUCTION CO., INC.

APPROVED AS TO FORM:  
Charles R. Pack, County Counsel

  
C. Lee Hurdus  
Senior Deputy County Counsel

Approved by the Board of Supervisors.

  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

RETURN TO:  
PETE H. AS  
ROOM 104  
COURTHOUSE  
WOODLAND, CALIF 95695

12848  
AGREEMENT NO. 81-161

FILED PART IV  
AUG 14 1981

By Pete E. Lucas Deputy

1 THIS AGREEMENT, made and entered into this 28th day of July  
2 1981, by and between DRAVIS CONSTRUCTION

3 hereinafter termed "CONTRACTOR", and the  
4 COUNTY OF YOLO, hereinafter termed "COUNTY."

5 WITNESSETH

6 WHEREAS, the Board of Supervisors of COUNTY has awarded a  
7 contract to CONTRACTOR for performing the work hereinafter mentioned  
8 in accordance with the CONTRACTOR'S accepted proposal,

9 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

10 ARTICLE I.

11 That for and in consideration of the payments and agreements herein-  
12 after mentioned, to be made and performed by COUNTY, and under the  
13 conditions expressed in the two bonds, bearing even date with this  
14 contract, and hereunto attached, CONTRACTOR agrees with COUNTY at his  
15 own proper cost and expense, to do all the work and furnish all the  
16 materials, except such as are mentioned in the specifications and  
17 plans to be furnished by COUNTY necessary to construct and complete  
18 in a good workmanlike and substantial manner and to the satisfaction  
19 of the County Facilities Department of the County of Yolo,

20 Remodel and Addition of the Juvenile Court Facilities including

21 Alternate Nos. 3, 4 & 9. The location of the project is 238 W. Beamer Street,  
22 Woodland, California.

23 (Description and Location of Project)

24  
25 in accordance with the special provisions and specifications of the  
26 County of Yolo, which said special provisions and specifications are

BOOK 1485 PAGE 119

1 hereby specifically referred to and by such reference made a part  
2 hereof.

3 The work to be done is shown upon a set of plans entitled County  
4 of Yolo, Department of County Facilities,

5 Yolo County Juvenile Court, building addition and remodel  
6  
7

8 Approved June 9, 1981 (date), by the County Architect, which said  
9 set of plans is hereby made a part of this contract.

10  
11 ARTICLE II

12 COUNTY hereby fixes the time for commencement of said work to be  
13 within fifteen (15) days next after the date of this Contract and  
14 for its completion to be within 150 working days next after the  
15 actual date of commencement; and further promises and agrees with  
16 CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide  
17 the materials and to do the work according to the terms and conditions  
18 herein contained and referred to, for the prices aforesaid, and  
19 hereby contracts to pay the same at the time, in the manner and upon  
20 the conditions above set forth, and COUNTY and CONTRACTOR for them-  
21 selves, their heirs, executors, administrators, successors and  
22 assigns, do hereby agree to the full performance of the covenants  
23 herein contained.

24  
25 ARTICLE III

26 By my signature hereunder, as CONTRACTOR, I certify that I am aware

1 of the provisions of Section 3700 of the Labor Code which require  
2 every employer to be insured against liability for workers' compen-  
3 sation or to undertake self-insurance in accordance with the pro-  
4 visions of that Code, and I will comply with such provisions before  
5 commencing the performance of the work of this contract.

6 ARTICLE IV

7 It is further agreed and stipulated, in accordance with the provisions  
8 of the California Labor Code, that the Board of Supervisors of the  
9 County of Yolo has ascertained the general prevailing wage rates  
10 applicable for the work to be done, and that said prevailing wage  
11 rates are as specified in the Notice to Contractors as being adopted  
12 by the Board of Supervisors in that certain Resolution, which Resol-  
13 ution is hereby referred to for a statement of said rates and said  
14 rates are incorporated herein by this reference as governing the  
15 minimum wages.

16 ARTICLE V

17 CONTRACTOR agrees to receive and accept the following prices as full  
18 compensation for furnishing all materials and for doing all the work  
19 contemplated and embraced in this Agreement; also for all loss or  
20 damage, arising out of the nature of the work aforesaid, or from the  
21 action of the elements, or from any unforeseen difficulties or ob-  
22 structions which may arise or be encountered in the prosecution of  
23 the work until its acceptance by the County of Yolo, and for all  
24 risks of every description connected with the work; also for all  
25 expenses incurred by or in consequence of the suspension or discon-  
26 tinuance of work and for well and faithfully completing the work,

1 and the whole thereof, in the manner and according to the plans and  
 2 specifications, and the requirements of the County Architect under  
 3 them, to wit:

| 4 Item |                 | Estimated | Unit Price   | Total Price  |
|--------|-----------------|-----------|--------------|--------------|
| 5 No.  | Description     | Quantity  | (In Figures) | (In Figures) |
| 6 1.   | Base Bid        | Lump Sum  | \$ 232,150   | \$ 232,150   |
| 7 2.   | Alternate No. 3 | Lump Sum  | 16,854       | 16,854       |
| 8 3.   | Alternate No. 4 | Lump Sum  | 4,291        | 4,291        |
| 9 4.   | Alternate No. 9 | Lump Sum  | 510          | 510          |
|        |                 |           |              | \$ 253,805   |

012848

OFFICIAL RECORDS  
 YOLO CO. - CALIF.  
 RECORD REQUESTED BY:

County Of Yolo

JUL 31 10 04 AM '81

PETER McNAMEE  
 COUNTY RECORDER

M/c

16 IN WITNESS WHEREOF, the parties to this Agreement have hereunto  
 17 set their hands the year and date first above written.

The undersigned Deputy Clerk  
 of the Board of Supervisors  
 certifies that pursuant to  
 Section 25103 of the Govern-  
 ment Code, delivery of this  
 document has been made to the  
 Chairman of the Board of Sup-  
 ervisor.

COUNTY OF YOLO, a Political Subdivision  
 of the State of California

By Robert M. Blank  
 Chairman of the Board of Supervisors

PETE E. LUCAS  
 BOARD OF SUPERVISORS

Deputy

CONTRACTOR

By

ATTEST:  
 PETE E. LUCAS,  
 Clerk of the Board of Supervisors

By Charles M. Cooper  
 Deputy AS TO FORM  
 CHARLES R. MACK  
 COUNTY COUNSEL

Licensed in accordance with an act  
 providing for the registration of  
 Contractors,  
 License Number 161 054 B1

By Ross Al...  
 DEPUTY COUNTY COUNSEL

12848

BOOK 1485 PAGE 122

AUG 6 1981

PETE E. LUCAS *clock gpa*

By *Paula M. Cooper*, County Clerk

AGREEMENT NO. 81-162

(For Group Facilitation Services)

THIS AGREEMENT, made and entered into this 29 day of

July, 1981, by and between the County of Yolo, a political sub-  
division of the State of California, hereinafter referred to as COUNTY, and  
Patricia Donlon, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this County a Department of Alcohol and Drug Programs and has charged the Director of Alcohol and Drug Programs through the Yolo County Health Services Administrator to direct and administer the program as a portion of the Yolo County Health Agency Services.
2. Under the auspices of Title 9, Chapter 4, Subchapter 3 of the California Administrative Code, the COUNTY has established as part of the Department of Alcohol and Drug Programs the Second Offender Drinking Driver Program hereinafter referred to as the Drinking Driver Program (DDP) which receives referrals from Yolo County Municipal Courts.
3. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Programs.
4. PROVIDER has the experience and expertise necessary to provide group facilitation services to participants in the Drinking Driver Program.
5. COUNTY desires to obtain and PROVIDER desires to provide said services in connection with the Drinking Driver Program.
6. PROVIDER acknowledges that COUNTY executes this agreement in reliance upon PROVIDER'S hereinabove recited representatives and that COUNTY would not execute this agreement if PROVIDER could not so represent.
7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the



herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with current practices in the field of therapeutic group counseling and the General Program Description (Exhibit "A") and Working Protocols (attached hereto as Exhibit "B" and incorporated herein by reference thereto) act as a group facilitator to clients of the Agency upon the referral of Agency.
- b. CASE CONSULTATION and INFORMATION EXCHANGE: At times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.
- c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that she is providing said services as outlined in Exhibits "A" and "B".

2. AGENCY'S SERVICE OBLIGATIONS:

- a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Alcohol and Drug Programs.
- b. CLINICAL SERVICES:
  - 1) Provide Crisis Intervention and backup Clinical Services in accordance with the Working Protocols attached hereto as Exhibit "B" and incorporated herein by reference thereto.
  - 2) Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the conduct of PROGRAM.

1                   3) COUNTY'S designated representatives will give prompt attention  
2                   to review, authorization and reporting requirements upon notice  
3                   from CONSULTANT which provides adequate and reasonable time for  
4                   review.

5                   c. Designate a representative or representatives for administrative  
6                   and program affairs.

7                   3. COUNTY'S DESIGNATED REPRESENTATIVES:

8                   a. Responsibility for this agreement lies with AGENCY'S Director of  
9                   Alcohol and Drug Programs.

10                  b. Director of Alcohol and Drug Programs may designate operational  
11                  representatives from time to time in writing to PROVIDER to perform  
12                  specific tasks or liaison functions.

13                  4. ASSIGNMENT/SUB-CONTRACTING:

14                  a. PROVIDER may not assign or sub-contract its responsibilities here-  
15                  under, it hereby being expressly acknowledged by parties that  
16                  PROVIDER'S expertise is unique.

17                  5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that  
18                  PROVIDER is an independent contractor and is not subject to the direction  
19                  and control of COUNTY except as to final result. PROVIDER shall be  
20                  solely liable and responsible to pay all required taxes and other ob-  
21                  ligations, including, but not limited to applicable withholding taxes  
22                  and Social Security. PROVIDER agrees to indemnify and hold COUNTY harm-  
23                  less from any liability which it may incur to the Federal or State  
24                  Governments as a result of this contract.

25                  6. WORKING PROTOCOLS: Attached hereto as Exhibit "B" and incorporated here-  
26                  in by reference hereto are Working Protocols describing and governing  
27                  the working relationship of parties. Said Working Protocols bind  
28                  parties as if fully set out herein, but may be modified without formal

1 amendment of this agreement so long as said modification does not vary  
2 the provisions specifically set out herein, is in writing, and represents  
3 a bilateral agreement of COUNTY and PROVIDER. Said Working Protocols  
4 shall include as a minimum a plan for case management; the respective  
5 roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation,  
6 and Clinical Referral; procedures for the acceptance of clinical refer-  
7 rals from PROVIDER to COUNTY and from COUNTY to PROVIDER and for return  
8 of information generated by those referrals; COUNTY'S operational re-  
9 presentatives and their function; any role COUNTY is to play in review  
10 of PROVIDER'S professional activities; provisions that PROVIDER will  
11 accept for services patients or clients without adverse discrimination  
12 based upon race, color, religion, sex, marital status, affiliation  
13 preference, handicap, national origin or ancestry; provision describing  
14 PROVIDER'S procedures for identifying clinical needs and referring on  
15 going clients to providers other than COUNTY; provisions stating that  
16 PROVIDER will specify in writing to referees other than COUNTY, that said  
17 referrals shall not be compensated by PROVIDER or COUNTY except on the  
18 written authorization of COUNTY, and that COUNTY shall not be responsible  
19 for non-COUNTY approved clients or patients of PROVIDER; provisions  
20 listing and describing the specific services which are the subject of this  
21 agreement; the operational plan for rendering these services; provisions  
22 listing required licenses, target dates for obtaining, and dates ob-  
23 tained provisionally and finally; and a schedule for implementing the  
24 services which are the subject of this agreement.

25 7. COMPLIANCE WITH CODE:

- 26 a. PROVIDER agrees to comply with all applicable provisons of Title  
27 9 and 22 of the California Administrative Code and Title 45 Code  
28 of Federal Regulations' Section 205.50 regarding confidentiality of

1 patient information.

2 8. PAYMENT:

- 3 a. Upon execution of this agreement and within a reasonable time from  
4 PROVIDER'S submission of an invoice in format prescribed by COUNTY  
5 detailing work performed in the preceeding month and claiming the  
6 amount due for the month, and upon the acceptance by the Director  
7 of Alcohol and Drug Abuse Programs of the invoice as complete and  
8 reflective of the satisfactory progress of PROVIDER, COUNTY will  
9 pay PROVIDER FIFTY DOLLARS (\$50.00) per group meeting for services  
10 rendered.
- 11 b. The maximum total payment to PROVIDER under the terms of this agree-  
12 ment will be no more than ONE THOUSAND FIFTY DOLLARS (\$1,050) for  
13 ten (10) months or ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250)  
14 for twelve (12) months.
- 15 c. Where a herein recited report, document and/or claim is due from  
16 PROVIDER within a month, payment for that month is expressly condi-  
17 tioned on the acceptance by COUNTY'S herein designated representa-  
18 tives of the PROVIDER'S progress to be as agreed and the report,  
19 document and/or claim as complete and accurately reflective of that  
20 progress.
- 21 d. It is hereby acknowledged by PROVIDER that all patient records and  
22 equipment provided by AGENCY are owned by AGENCY.
- 23 e. COUNTY'S excuse of any given condition precedent or subsequent in  
24 any given circumstance does not constitute a waiver of either that  
25 condition precedent or subsequent or any other condition precedent  
26 or subsequent as to future circumstances. Where there is a doubt as  
27 to the proper characterization of a provision as a promise or a  
28 condition, it shall be construed to be both a promise and a condition.

f. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this agreement, will be recognized as the creditor of first priority.

9. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

11. TERM:

- a. This agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days' written notice to the other of such intent.
- b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

/ / / /

COUNTY OF YOLO, a political sub-  
division of the State of California

*Robert N. Blank*  
By  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

By *Paula M. Cooper*  
DEPUTY

*Patricia Donlon*  
Patricia Donlon

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS

*Paula M. Cooper*  
Deputy

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNSEL

By *Elizabeth A. Holtz*  
DEPT. COUNTY COUNSEL

EXHIBIT "A"

General Program Description:

1. In accordance with the terms and conditions of this agreement PROVIDER agrees to provide to the COUNTY the following counseling services:
  - a. To provide counseling and referral services, including:
    - 1) Facilitating three (3) hour biweekly group sessions for a total of sixty-four (64) hours of group process.
    - 2) Using twelve (12) hours of the total sixty-four (64) hours to provide education about the effects of alcohol on all the systems of the body as well as the brain.
    - 3) Recording case notes and attendance in file.
    - 4) Refer clients to other resources as needed.
    - 5) To arrange for substitute group facilitator with cooperation of COUNTY in the event of absence.
    - 6) Using County and State resources, prepare curriculum materials for group as needed.



EXHIBIT "B"

WORKING PROTOCOLS

DRINKING DRIVER PROGRAM RESPONSIBILITIES:

The proposed Yolo County Drinking Driver Program will be under the supervision of the County Alcoholism Administrator, Phil Walker, and is subject to review by the County Alcohol Advisory Board and to approval by the Board of Supervisors. It is the responsibility of the program to:

- a. Maintain participant master files that include completed copies of all forms and to assure confidentiality of participant records for a minimum of thirty-six (36) months.
- b. Provide access to both fiscal and program records on request to the County Alcoholism Administrator and to the State Department of Alcohol and Drug Programs.
- c. Provide crisis intervention and back up clinical services as needed.
- d. Provide facilitator with list of group members and materials for taking attendance and making case notes.
- e. Provide resources and materials for curriculum development and share any curriculum plans that have already been made.
- f. Oversee the program and provide technical support as needed.
- g. The County is responsible for accepting and enrolling program participants and for returning information to the courts, DMV, Department of Alcohol and Drugs, or any other agency involved.
- h. Introduce participants to alcohol-related resources or social service agencies available in community.
- i. COUNTY may sit in on group meetings and review case notes periodically.

"CR" Contract No. 214

FILED

OCT 12 1981

JUVENILE/CRIMINAL COURT PLACEMENT  
AGREEMENT FOR DIAGNOSTIC AND TREATMENT  
SERVICES AND TEMPORARY DETENTION IN  
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

WET E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_ DEPUTY

THIS AGREEMENT, made and entered into this 1st day of July, 1981, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

- (a) A Juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and
- (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 (juvenile) or Section 1731.6 (adult) of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

Services are of a character which may legally be obtained outside civil service in accordance with State Personnel Board letter of August 27, 1973.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of \$ 2,047.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

7. Notwithstanding the provisions of Item 1., Subdivision(a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

8. The total amount of this agreement shall not exceed \$25,750.00.

9. This agreement may be amended upon mutual agreement by the parties hereto in writing and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

10. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority  
Departmental Accounting Office  
4241 Williamsborough Drive  
Sacramento, California 95823

11. The period of this Agreement is from July 1, 1981 to June 30, 1982 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

12. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA  
Department of the Youth Authority  
By Marie-Louise Salazar  
Title Chief  
Div. of Administrative Services

4241 Williamsborough Drive  
Address  
Sacramento, California  
City State  
95823  
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 3.

Bureau Chief  
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

Form CA  
Rev. 012781

APPROVED  
Robert Aguilar  
Department of Finance

COUNTY OF Yolo

By Robert M. Blank  
Chairman  
Title Board of Supervisors

Courthouse, 725 Court, Room 104  
Address

Woodland, California  
City State

95695  
Zip Code

|                                                        |       |       |       |
|--------------------------------------------------------|-------|-------|-------|
| 95695                                                  | 95695 | 95695 | 95695 |
| APPROVED                                               |       |       |       |
| SEP 17 1981                                            |       |       |       |
| APPROVED BY <u>Charles D. Mack</u>                     |       |       |       |
| CHARLES D. MACK<br>COUNTY COUNCIL Ass't. Chief Counsel |       |       |       |
| By <u>Robert M. Blank</u><br>DEPUTY COUNTY COUNCIL     |       |       |       |

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS

Paula M. Cooper  
Deputy

78B-1077Bcf

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

### 3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*

AGREEMENT FOR OBSERVATION AND  
TEMPORARY DETENTION IN FACILITIES OF  
THE DEPARTMENT OF THE YOUTH AUTHORITY  
(Juvenile Court Wards)

THIS AGREEMENT, made and entered into this 1st day of July, 1981, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide temporary detention and observation of selected cases assigned by the Court to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

- (a) A minor has been determined by the Juvenile Court of said COUNTY to be a person described by Section 602, Welfare and Institutions Code, and is otherwise eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation as can be made by the Youth Authority, and
- (c) said Court order that such a minor be placed temporarily in the confinement of the Department of the Youth Authority for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its observations and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such temporary detention and observation and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring

Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide temporary detention and observation for such accepted persons for a period not to exceed 90 days. The Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court such observations and recommendations concerning minor's future care, supervision, and treatment. This agreement is limited to such cases deemed by the Court to require observation, study, and temporary detention for preparation of an appropriate diagnostic report. The acceptance of such cases are subject to the availability of beds and the personal approval of the Director of the Youth Authority upon request of the Juvenile Court Judge or Chief Probation Officer only.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of \$2,250.00 for each case studied, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred.

7. The total amount of this agreement shall not exceed \$2,250.00.

8. This Agreement may be amended upon mutual agreement by the parties hereto in writing and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

9. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billings.

Said remittance shall be mailed to:

Department of the Youth Authority  
Departmental Accounting Office  
4241 Williamsborough Drive  
Sacramento, California 95823

10. The period of this Agreement is from July 1, 1981 to June 30, 1982, inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.



11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage pre-paid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA  
Department of the Youth Authority

By \_\_\_\_\_

Title Chief  
Administrative Services Division

4241 Williamsborough Drive  
Address

Sacramento, California  
City State

95823  
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 2.

\_\_\_\_\_  
Bureau Chief  
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

788-10758

COUNTY OF Yolo

Robert N. Black

Chairman  
Title Board of Supervisors

Courthouse, 725 Court, Room 104  
Address

Woodland, California  
City State

95695  
Zip Code

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisor.

PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS

Charles M. Cooper  
Deputy

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNSEL

By Robert N. Black  
DEPUTY COUNTY COUNSEL

Woodland, California

August 4, 1981

ANTONIO P. RAMOS and NESTOR K. YAKOVETZ,  
GRANTORS,

FILED

AUG 11 1981

PETE E. LUCAS, Clk of the Board

*Pete E. Lucas*  
By \_\_\_\_\_, Deputy

RIGHT OF WAY CONTRACT  
COUNTY HIGHWAY

Document No. 81-13 in the form of an Highway Easement Deed, covering the following described property:

A parcel of land situate in Lot 17 of the Riverbank Subdivision, recorded in Map Book 2, Page 50 of Yolo County Records, in the Town of Bryte, County of Yolo, State of California, more particularly described as follows:

Commencing at the intersection of the Easterly right of way line of Hobson Avenue and the Southerly Lot line of said Lot 17; thence North 48°02' West 51.02 feet along said right of way line to the TRUE POINT OF BEGINNING; thence leaving said right of way line on a curve to the right having a radius of 20.00 feet, a central angle of 119°40' and being subtended by a chord bearing North 11°48' East 34.58 feet to the Southerly right of way line of Lisbon Avenue; thence along said Southerly line South 71°38' West 34.41 feet to the intersection with the said Easterly right of way line of Hobson Avenue; thence South 48°02' East 34.41 feet along said easterly right of way line to the TRUE POINT OF BEGINNING.

Containing 0.006 Acres

has been executed and delivered to LLOYD H. ROBERTS, Director of Public Works of the County of Yolo

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have hereinset forth the whole of their agreement.

The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

1 II. The County shall:

2 A. Pay the undersigned grantors the sum of \$200.00 for the  
3 property as conveyed by Highway Easement Deed No. 81-13 (herein described)  
4 within sixty (60) days after date title to said property vests in, or is in  
5 escrow for the County of Yolo, free and clear of all liens, encumbrances,  
6 assessments, easements, and leases recorded and/or unrecorded.

7 B. Pay all escrow and recording fees incurred in this trans-  
8 action including documentary tax stamps, if required, and if title insurance  
9 is desired by the County, the premium charged therefor.

10 IN WITNESS WHEREOF, the parties have executed this agreement the  
11 day and year first above written.

12 GRANTORS

13 Antonio P. Ramos  
ANTONIO P. RAMOS

14 Nestor K. Yakovetz  
15 NESTOR K. YAKOVETZ

16 DATED: May 18 - 81  
Recommended for Approval

17 By Legal Habits

18 Robert M. Blank  
19 CHAIRMAN OF THE BOARD OF SUPERVISORS  
20 COUNTY OF YOLO, STATE OF CALIFORNIA

21 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

22 APPROVED AS TO FORM:

23 Cheryl D. Roth  
24 County Counsel, Yolo County

25 Date: 7/30/81

26 The undersigned Deputy Clerk  
27 of the Board of Supervisors  
28 certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

DEPUTY CLERK  
BOARD OF SUPERVISORS  
Shirley M. Cooper  
Deputy

## STANDARD AGREEMENT —

STATE OF CALIFORNIA  
S.D. 2 (REV. 11/75)APPROVED BY THE  
ATTORNEY GENERAL

BK

☐ CONTRACTOR  
☐ STATE AGEN  
☐ DEPT. OF GE  
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1980,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

|                                                                |                                         |                 |
|----------------------------------------------------------------|-----------------------------------------|-----------------|
| TITLE OF OFFICER ACTING FOR STATE<br>Chief, Staff Services Br. | AGENCY<br>Department of Social Services | NUMBER<br>11045 |
|----------------------------------------------------------------|-----------------------------------------|-----------------|

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any)

The Department of Social Services hereinafter referred to as DSS and the County of  
Yolo, hereinafter referred to as County, enter into this Agreement,  
pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing  
the county as the entity responsible for performing licensing functions for DSS with  
respect to specified types of community care facilities which are located within the  
geographical area of the county.

I. The County shall:

- A. Perform the licensing functions described in Attachment I, which is  
attached hereto and incorporated in this contract as though it were  
fully set forth herein, for all community care facilities within geographic  
area of the counties which are subject to licensing under DSS regulations  
relating to the Foster Family Homes.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

|                                         |                                                                                                                                  |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| STATE OF CALIFORNIA                     | SUP CONTRACTOR                                                                                                                   |
| AGENCY<br>Department of Social Services | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE OR OTHER A CORPORAT<br>PARTNERSHIP, ETC.)<br>County of Yolo, Agreement No. 81-166 |
| BY (AUTHORIZED SIGNATURE)<br>▶          | BY (AUTHORIZED SIGNATURE)<br>▶ <i>Robert A. Black</i>                                                                            |
| TITLE                                   | TITLE<br>Chairman, Board of Supersors                                                                                            |
|                                         | ADDRESS<br>see reverse side<br>725 Court St. Woodland, California 95695                                                          |

CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services  
Use ONLY

| AMOUNT ENCUMBERED           |                     | APPROPRIATION |          | FUND        |  |
|-----------------------------|---------------------|---------------|----------|-------------|--|
| \$ 31,439                   |                     |               |          |             |  |
| UNENCUMBERED BALANCE        | ITEM                | CHAPTER       | STATUTES | FISCAL YEAR |  |
| \$                          |                     |               |          |             |  |
| ADJ. INCREASING ENCUMBRANCE | FUNCTION            |               |          |             |  |
| \$                          |                     |               |          |             |  |
| ADJ. DECREASING ENCUMBRANCE | LINE ITEM ALLOTMENT |               |          |             |  |
| \$                          |                     |               |          |             |  |

I hereby certify upon my own personal knowledge that budgeted funds  
are available for the period and purpose of the expenditure stated above.

T.S.A. NO.

S.H. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

▶

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 12  
have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

- B. Implement, enforce, and comply with all laws, rules, regulations, standards, and policies of DSS pertaining to the licensing of the categories of facilities specified in paragraph IA. Implementation, enforcement, and compliance shall include, but not be limited to, carrying out any determination by DSS that any certain license shall be issued, denied or revoked. Policies, include, but are not limited to, "Information Releases" provided by DSS to the county to clarify or explain statutes, regulations or other policies regarding licensing.
- C. Implement and comply with all procedures established by DSS including, but not limited to, procedures relating to the use of specified forms, procedures relating to the reporting of licensing statistics or information and procedures directed toward correcting deficiencies in the county's compliance with the duties described in paragraphs IA and IB.
- D. Furnish the necessary accommodations, materials and equipment to perform the duties described in paragraphs IA, IB and IC.
- E. Employ and train staff of adequate number and qualifications to perform the duties described in paragraphs IA, IB and IC.
- F. Permit DSS to inspect, review or otherwise monitor all activities procedures, records, reports or forms related to the performance of the duties described in paragraphs IA, IB and IC.
- G. Communicate and cooperate with DSS District Offices, as necessary, to implement and enforce the requirements, in IA, IB and IC above, for a licensee who operates separate state-licensed and county-licensed facilities and/or a licensee, currently licensed by the County, who is applying for a state-licensed facility category. Communication includes, but is not limited to, consultation with DSS staff and DSS access to County licensing records.
- H. Conduct investigations and provide documentation in support of legal action by DSS to sustain the denial of license and/or to gather evidence in support of any action referred to DSS to revoke or temporarily suspend any license as set forth in Attachment I, particularly Item 6.

II. DSS shall:

- A. Provide to the county copies of all regulations, policies, procedures and forms related to the duties of the County described in paragraphs IA, IB and IC.
- B. Assist the County in training the staff described in paragraph IE.
- C. Reimburse the County for the administrative expenditures incurred in the performance of the duties described in paragraph IA. Reimbursement shall be made, in arrears, after the end of each quarter upon submission of the forms specified by DSS. For the period July 1, 1981 through June 30, 1982 the total amount payable to the county under this contract shall not exceed

In executing this Agreement, the county understands that the State reimbursement is funded exclusively from funds appropriated in Item 518-101-001(f) of the Budget Act of 1981. No funds for reimbursement under this contract shall be derived from any other source, including funds allocated as Title XX Other Social Services.

- D. Retain the right to perform any or all of the duties described in paragraph IA with respect to any community care facility in which the safety, physical or mental health, or financial security of the residents appears to be threatened. DSS will advise the county of any action taken pursuant to this paragraph.

### III. General Provisions

- A. This contract shall be effective July 1, 1981 and shall expire June 30, 1982, except that the county or DSS may terminate the contract prior to March 31, 1982 by providing the other party with 90 days written notice of the intent to terminate the contract with respect to all community care licensing categories specified in paragraph IA, including any additional categories or the remaining categories after an amendment pursuant to paragraph III B. For purposes of this section, notice from the county shall be a resolution of the County Board of Supervisors delivered by registered mail to the Deputy Director, Community Care Licensing Division, Department of Social Services, 744 P Street, Sacramento, CA 95814 and notice from DSS shall be a memorandum from such Deputy Director of the Community Care Licensing Division delivered by registered mail to the County Board of Supervisors for the county. Any such notice sent by a party to the contract, either the County Board of Supervisors or the Deputy Director, shall be effective upon receipt by the other party.
- B. Notwithstanding any other provision of this contract, should the county or DSS desire to alter the contract with respect to termination of part of the community care facilities licensing categories specified in Paragraph IA, the same requirements for 90 day written notice as provided in paragraph III.A for termination of the entire contract shall apply. The total amount payable to the County, as shown in paragraph II. C., shall be adjusted if the county terminates any part of the categories listed in paragraph I. A.
- C. It is mutually agreed that if the Budget Act of 1981 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event, DSS shall have no liability to pay any funds whatsoever to the county, or to furnish any other considerations under this contract and the county shall not be obligated to perform any provisions of this Agreement. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.



- D. In order to avoid any conflict of interest, it is mutually agreed that DSS will perform all licensing activities for any facility specified in Paragraph IA which is owned wholly or in part by the county or by:

- All employees of the county probation department.
- All county welfare department employees in units responsible for licensing of community care facilities, placement of children or adults in community care facilities, protective services to children or adults in community care facilities, or social service casework to children or adults in community care facilities.
- Any individual employees of other county departments who personally perform social services casework or placement services for children or adults in community care facilities.
- Any other county employee/licensee who will be involved in an adjudicated adverse action (suspension, revocation, or denial of licensure which will be contested), against the license of such employee/licensee.
- All elected or appointed county executives, including members of the Board of Supervisors and department heads.
- Any county employee whose status as a licensee results in a recommendation, by the county counsel, to the State Department of Social Services, that a conflict of interest may exist and whose status is found by the State Department of Social Services, Client Protection Services Branch (CPSB), to result in a conflict of interest.

Cases determined to be in conflict of interest in this incorporation should be transferred to the appropriate District Office on the following schedule:

- All cases being transferred due to an adjudicated adverse action against a county employee should be transferred at the time a Statement of Facts is submitted to, and approved by, the Client Protection Services Branch (CPSB) of the State Department of Social Services' Community Care Licensing Division. All case files should be available for transfer at that time. The CPSB consultant will take custody of the files and take responsibility for transferring them to the District Office. The county will be responsible for testifying at any subsequent hearing before the Office of Administrative Hearings and should retain duplicates of such records which will ensure their ability to provide accurate testimony.

- All conflict of interest cases, other than those involving an adjudicated adverse action, should be transferred at license renewal time. Exceptions indicating a need for earlier transfer of cases should be brought to the attention of your CPSB consultant for a case by case decision by Community Care Licensing Division headquarters staff.
- E. In the event that licensing activities with respect to facilities specified in paragraph IA are transferred to the county as a result of this Agreement or to DSS as a result of a termination of this Agreement, it is mutually agreed that all records relating to the licensure of facilities subject to such transfer shall be provided to the party assuming the licensing activity. In addition, the party losing the licensing activity shall provide reasonable assistance to the party assuming the licensing activity in completing applications, investigations, and legal actions initiated prior to the transfer.
- F. The reverse side of the Standard Agreement (STD. 2) is made part of this contract by reference.
- G. The Fair Employment Practices/Civil Rights Addendum attached hereto as Attachment II is made a part of this contract by Reference.
- H. Notwithstanding paragraph two of the reverse side of Standard two of this agreement, the parties agree that this Agreement is entered into pursuant to the authority of the California Community Care Facilities Act and specifically Health and Safety Code 1511; that the County performs its duties hereunder as an agent of the State; and that any matter involving the responsibilities of the respective parties hereto shall be determined in accordance with the provision of said Act, where applicable.

COMMUNITY CARE MANDATORY PROGRAM ACTIVITIES

1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.
2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:
  - a. The law and regulations governing the licensing of community care facilities;
  - b. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and
  - c. The rights and responsibilities of the applicant.

2. APPLICATION

1. The provision of state applications, forms and program information to potential applicants.
2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.
3. The receipt of a written application and supporting documents from applicants.
4. The receipt of verifying documents per regulations, including but not limited to:
  - a. Fingerprinting clearances;
  - b. Character and financial references; and
  - c. Fire, medical, and sanitation clearances.
5. A site visit(s) to determine that the facility complies with regulations.
6. Interview(s) with the applicant to discuss:
  - a. The legal requirements for licensing;
  - b. The application process and required forms;
  - c. The applicant's objectives, financial resources, plans for meeting regulation requirements, and suitability for licensing;
  - d. The availability of community resources;

- e. Suggestions of alternative strategies for meeting regulation requirements;
  - f. Regulation deficiencies; and
  - g. Development of a plan to correct all deficiencies.
- 7. Communication with the applicant throughout the application process regarding the application status.
  - 8. Evaluation of all documentation obtained to determine acceptable for licensure.
  - 9. Issuance of a license and special permits, as necessary.

### 3. PERIODIC EVALUATION

- 1. The completion of an unannounced periodic comprehensive site inspection visit for each facility, including facilities with provisional licenses. The visit shall be completed not less than annually. The visit shall include:
  - a. A determination regarding compliance with regulations;
  - b. The receipt of evaluations of the facility from placement workers, parents, or other parties;
  - c. Consultation with the licensee regarding compliance with regulations and improvement of the facility operation;
  - d. The identification of regulation deficiencies; and
  - e. The development and issuance of a written corrective action plan.
- 2. The documentation of site inspection visits using the DSS LIC 809 form and related procedures (or a similar form and procedures approved by DSS as meeting all requirements included on the LIC 809).
- 3. The completion of follow-up visits as necessary to evaluate implementation of the corrective action plan.

### 4. RENEWAL LICENSING

- 1. Sending renewal applications to facility operators at least 60 days prior to the license expiration date.
- 2. The receipt and review of the renewal application and, as appropriate, verifying documents.
- 3. Evaluation of all documentation obtained to determine compliance with regulations and acceptability for continued licensure.
- 4. Completion of annual and/or renewal visit to determine compliance in accordance with regulations and DSS policy and procedures.

5. Issuance or denial of a renewal license.
6. The termination of a license if the renewal application is not submitted by the renewal deadline (unless the renewal application is not submitted through no fault of the operator).

#### 5. INVESTIGATION OF COMPLAINTS

1. The receipt of the complaint.

Maintenance of a complaint log showing facility name, date of receipt of complaint, nature of complaint, date of site visit, disposition.

2. A review of the case file to determine the facility's history of compliance with regulations.
3. Interviews with appropriate agencies or individuals to determine the facts.
4. The completion of a site inspection(s) visit within 10 days to:
  - a. Verify the legitimacy of the complaint;
  - b. Identify regulation deficiencies; and
  - c. Notify the licensee, in writing, of verified complaint allegations and findings.
5. The development of a written corrective action plan.
6. Communication with complainant, placement agencies, parents, family, neighbors, or other parties, as well as the licensee, to notify them of the complaint or obtain substantiating evidence.
7. The documentation of all findings, identified deficiencies, corrective action plans, and evidence developed during the investigation.
- 8.. Utilization of the above as they relate to unlicensed facilities.

#### 6. LEGAL AND ADMINISTRATIVE REMEDIES

1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.
2. Notification to the Department of Social Services, Client Protection Services Branch, of the intent to deny the application or to revoke or suspend the license.
3. The investigation of and the preparation of a Statement of Facts in support of negative licensing actions that could include but may not be limited to the following:

- Interview of relevant witnesses in support of a denial or revocation of license
  - Preparation and securing declaration from witnesses
  - Securing arrest reports, probation reports, certified copies of court conviction and other documents that are normally required to pursue negative license actions
  - Conferring with local authorities including police agencies, sheriffs departments and District Attorneys in conjunction with DSS licensing action as well as any appropriate local enforcement.
4. Appearances at formal/informal hearings and all court actions regarding these matters.
  5. Initiate appropriate action against facilities operating without a license.

#### 7. OTHER LICENSING ACTIVITIES

1. Publish and make available a list(s) of licensed facilities.
2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility. The separation of confidential from public documents and ensure availability of public documents upon request.
3. The compilation, review and reporting data required for state and local data systems.
4. The training of licensing staff in operation of the licensing program as referenced in paragraph 1B of this contract.
5. The DSS LIC 809 Form and related procedures (or a similar form and procedures approved by DSS as meeting all requirements included on the LIC 809) will be used to document all facility visits.
6. Travel to accomplish any of the above.
7. The communication of licensing-related information to placement agencies and other appropriate public agencies and private parties, that is unrelated to a specific facility activity as referenced above.
8. The referral of questions which are not specifically related to licensing to placement agencies, and other appropriate public agencies, and private parties.
9. Prepare and transmit to DSS a plan of corrective action for any deficiencies discovered during any scheduled reviews by DSS staff.



FAIR EMPLOYMENT PRACTICES/CIVIL RIGHTS ADDENDUMFair Employment Practices

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.
2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

1. The State may determine a willful violation of the Fair Employment Practices provision of this addendum to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.



BK

FILED

AUG 11 1981

PETE E. LUCAS

AGREEMENT NO. 81-167

(An Agreement for Auditing Service)

By James C. Olan, Deputy

THIS AGREEMENT made and entered into by and between the County of Yolo (hereinafter referred to as COUNTY), and Steven Yu & Co, Certified Public Accountants (hereinafter referred to as CONTRACTOR),

WITNESSETH:

RECITALS:

1. COUNTY wishes to engage a consultant to provide certain special expert services for its CETA program which services are more particularly described in the work schedule appended as Exhibit 1 to this contract.
2. COUNTY does not currently possess the capability of performing the expert service COUNTY currently requires.
3. CONTRACTOR is a duly qualified expert in the field in which such services are required and is willing to perform them on the terms hereinafter set forth.

AGREEMENTS:

1. COUNTY hereby engages CONTRACTOR to provide and CONTRACTOR hereby agrees to furnish the special expert services described in the work schedule appended hereto as Exhibit 1 which schedule is hereby incorporated by this reference.
2. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications, and approvals of whatever nature are legally required for CONTRACTOR to perform its profession and to perform the expert professional services required in this contract.
3. All services performed by CONTRACTOR shall be done in a diligent and

- 1           timely manner and in accordance with the best practice and procedures of  
2           CONTRACTOR's profession.
- 3           4. CONTRACTOR shall not delegate or subcontract to any other person or  
4           organization any of the services to be performed hereunder nor, without  
5           the written consent of COUNTY, assign any portion of this contract to  
6           another party. Any attempted or purported assignment of any right or  
7           obligation pursuant to this agreement shall be void and of no effect.
- 8           5. All work done by CONTRACTOR hereunder and each and all of the reports and  
9           items of data and information given to, prepared by, or assembled with  
10          the assistance of CONTRACTOR under the terms of this contract are  
11          confidential and shall not be made available to any individual or  
12          organization except the U.S. Department of Labor and COUNTY without the  
13          prior written approval of COUNTY.
- 14          6. CONTRACTOR shall immediately notify the U.S. Department of Labor and  
15          COUNTY whenever in the course of its audit it identifies non-compliance  
16          with the Comprehensive Employment and Training Act (CETA) which  
17          constitutes fraud and program abuse of the kind contemplated in 20 CFR  
18          Section 676.75 et. seq.
- 19          7. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its  
20          officers, agents and employees from and against any and all claims;  
21          demands, losses, damages, liabilities, costs and expenses of whatever  
22          nature, including court costs and cancel fees accruing or resulting to  
23          any person, firm or corporation who may be injured or damaged by  
24          CONTRACTOR in the performance of this contract.
- 25          8. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its  
26          officers, agents and employees from and against any and all claims,

losses, liabilities, or damages, including the payment of attorneys fees, arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR regardless of whether caused in part by the party indemnified hereunder.

9. COUNTY shall compensate CONTRACTOR for the services performed hereunder as set forth in the work schedule appended hereto as Exhibit 1. Each payment to CONTRACTOR shall be made in the usual course of COUNTY's business after presentation by CONTRACTOR of a standard claim form supplied by COUNTY.

10. CONTRACTOR shall keep and maintain complete and accurate program and accounting records showing services performed and costs incurred in connection with the performance of this contract, including pertinent books, documents, records and working papers in any way associated with the performance of this contract, which shall be available to authorized representatives of the U.S. Department of Labor and COUNTY at any reasonable time and place during the performance of the contract and for a period of six (6) years from and after the date of final payment or final audit of the contract by the U.S. Department of Labor, whichever is sooner.

11. It is specifically agreed that in making and executing this contract, CONTRACTOR, and the agents and employees of CONTRACTOR, and independent contractors, and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

- 1 12. COUNTY may terminate this agreement should CONTRACTOR fail in any  
2 material way to perform the covenants herein contained at the time and in  
3 the manner provided. In the event of such termination, COUNTY shall be  
4 relieved of payment of any consideration for any work not already  
5 completed and COUNTY may proceed with the work in any manner deemed  
6 appropriate by COUNTY. The cost to COUNTY shall be deducted from any sum  
7 due CONTRACTOR under this contract, and the balance, if any, shall be  
8 paid to CONTRACTOR upon demand.
- 9 13. Time is of the essence of this agreement.
- 10 14. No alteration or variance of the terms of this contract shall be valid  
11 unless made in writing and signed by the parties hereto, and no oral  
12 understanding not incorporated herein shall be binding on any of the  
13 parties hereto.
- 14 15. All laws, Federal and State regulations, and executive orders dealing  
15 with the subject of equal employment opportunity and forbidding  
16 discrimination on the grounds of race, religion, color, national origin,  
17 sex or age are incorporated herein by this reference and CONTRACTOR  
18 agrees to comply fully with all applicable provisions thereof.
- 19 16. The consideration to be paid CONTRACTOR, as provided herein, shall be in  
20 compensation for all of CONTRACTOR's expenses incurred in the performance  
21 hereof, including travel and per diem, unless otherwise expressly so  
22 provided. The "Yolo County Manpower Standard Contract Provisions"  
23 appended hereto as Exhibit 2 are specifically made a part of this  
24 agreement by this reference.
- 25 17. The term of this agreement shall be for ninety (90) calendar days. This  
26 contract shall begin August 17, 1981 and shall end November 16, 1981. By

November 16, 1981, all applicable work as described in the CETA audit guide, including the audit report, shall be completed.

18. COUNTY and CONTRACTOR reserve the right to renew and extend this contract for an appropriate period of time for the purpose of providing similar services for the following fiscal year. COUNTY and CONTRACTOR reserve the right to renegotiate the terms and conditions of this agreement. However, in no event shall the rate of compensation provided by COUNTY to CONTRACTOR exceed the rate of compensation provided in this contract plus an adjustment based on any increase in the Consumer Price Index for all urban consumers in the Sacramento Standard Metropolitan Statistical Area for the period of July 1, 1981 to July 1, 1982, as reported by the U.S. Department of Labor. For purposes of this paragraph, the rate of compensation means the total compensation provided in Exhibit 1 (namely \$9,000), divided by the total number of audit units. Audit unit means \$1,000 of contract costs to be audited. This contract requires audit of 1,731.28 audit units and the rate of compensation is \$5.20 per audit unit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representatives on this 11 day of August, 1981.

COUNTY OF YOLO, a political subdivision  
of the State of California

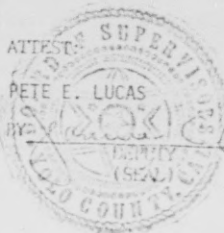
BY

Robert M. Blum  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA  
see reverse side

CONTRACTOR

BY

Shirley C. Wang



ATTEST:

PETE E. LUCAS

BY

EXHIBIT 1

CONTRACTOR shall perform a fiscal and compliance audit in accordance with U.S. Department of Labor, CETA Audit Publication 2-C, dated March, 1979, Addendum 2-C dated March, 1980, and CETA Audit Determination No. 1-79. The Fiscal and Compliance Audit shall be conducted on a sample of the contract costs as per the attached Schedule A. The sample of contract costs must be approved by the U.S. Department of Labor, Office of the Inspector General, prior to the commencement of any auditing services provided pursuant to this agreement.

The audit period will be from October 1, 1979 through September 30, 1980.

CONTRACTOR shall provide to the U.S. Department of Labor and to COUNTY a progress report ten (10) days after the end of each month during which the audit remains uncompleted. This progress report shall summarize the work completed, audit findings to date, and the expected completion date of the audit. At the time the progress report is submitted to COUNTY, CONTRACTOR shall receive the oral and written comments of COUNTY staff and the staff of the sub-grantee being subject to audit with regard to the findings to date. CONTRACTOR shall include in the audit report submitted to the U.S. Department of Labor and COUNTY a summary of the comments received together with the response thereof, if any. CONTRACTOR shall afford to COUNTY and to the subgrantee subject to audit the opportunity to produce any records deemed to be missing or deficient.

United States Department of Labor, Office of the Inspector General, and COUNTY shall have free and unrestricted access to the work papers, records, and reports prepared in connection with the audit.

CONTRACTOR agrees to keep the information contained in all draft audit

1 reports in strict confidence. Until the final audit report has been issued,  
2 CONTRACTOR agrees not to publish, reproduce or otherwise divulge any  
3 information, in whole or in part, in any manner or form or to authorize or  
4 permit others to disclose, publish or divulge, any information obtained in the  
5 course of the conduct of the audit provided for herein. CONTRACTOR shall take  
6 such responsible measures as are necessary to restrict access to said audit  
7 information, while in its possession, to those employees on its staff and the  
8 staff of COUNTY and the U.S. Department of Labor, who must have the  
9 information on a need-to-know basis. CONTRACTOR agrees to immediately notify,  
10 in writing, COUNTY and the U.S. Department of Labor in the event it determines  
11 or has reason to suspect a breach of this confidentiality requirement. Final  
12 audit reports are subject to public disclosure by the U.S. Department of Labor  
13 and COUNTY in accordance with the laws and regulations governing those bodies.

14 CONTRACTOR will identify the audit work accomplished on COUNTY's  
15 subgrants for the period beginning October 1, 1979 and ending September 30,  
16 1980. STATUS OF PRIME SPONSOR ACTION ON QUESTIONED COSTS AND ON COSTS  
17 RECOMMENDED FOR DISALLOWANCE IN SUBGRANTEE AUDITS, attached to this Exhibit,  
18 under the title of "Auditor's Exhibit II", will be completed and included in  
19 the audit report.

20 CONTRACTOR shall submit five (5) copies of the final audit report to  
21 COUNTY and five (5) copies of the final audit report to the U.S. Department of  
22 Labor, Office of the Inspector General, 1375 Sutter Street, San Francisco, CA,  
23 94109.

24 The final audit report shall be prepared in accordance with the U.S.  
25 Department of Labor, Office of the Inspector General, CETA Audit Guide, dated  
26 March, 1979, report format number 1.



1 COUNTY shall pay to CONTRACTOR a total payment of \$ \_\_\_\_\_. This  
2 contract contemplates that CONTRACTOR will audit certain enumerated subcon-  
3 tracts made with eight (8) subgrantees of COUNTY, namely the City of Woodland,  
4 University of California at Davis, Yolo County Office of Education, Aquarian  
5 Effort, Diogenes, Praul Center, Winters Fire Protection District, and Winters  
6 Joint Unified School District. The audits of each of the above subgrantees are  
7 discreet items of work for which compensation may be made. In some cases,  
8 CONTRACTOR is required to audit more than one subcontract for a given  
9 subgrantee. Each subcontract is not a discreet item of work for such  
10 compensation may be made.

11 Compensation will be paid as follows: Invoices shall be submitted by  
12 CONTRACTOR upon completion of the audit for each subgrantee. Payment for each  
13 subgrantee shall be made in the amount bearing the same relationship to the  
14 total contract price as the auditable subgrant bears to the total amount of  
15 auditable subgrants under this contract, less 10% retention, which 10%  
16 retention shall be paid upon acceptance of the final audit report by the U.S.  
17 Department of Labor and COUNTY. Payment shall be made within fifteen (15) days  
18 after submission of an invoice by CONTRACTOR.

19 Should CONTRACTOR fail to complete the work provided for in this contract  
20 within the time fixed for completion, then the amount due CONTRACTOR by COUNTY  
21 shall be reduced by \$50 for each calendar day the work remains unfinished.  
22 This amount may be withheld by COUNTY from the retention provided for in the  
23 paragraph above. This reduction is for liquidated damages, and is not a  
24 penalty, it being expressly stipulated that it would be impracticable and  
25 extremely difficult to fix the actual amount of damages. A delay would cause  
26 the work of COUNTY to be disrupted and delayed. An unknown number of COUNTY

1 employees would be unable to carry on the normal functions of their positions  
2 without the completed audit in hand and available to them. Any delay  
3 specifically excused by COUNTY pursuant to the following paragraph shall not  
4 reduce the amount due CONTRACTOR hereunder.

5 In the event that CONTRACTOR cannot for some reason complete the audit by  
6 October 29, 1981, CONTRACTOR shall immediately notify COUNTY in writing. CON-  
7 TRACTOR shall set forth the reason or reasons for the delay and may request an  
8 extension of the completion date provided herein. If the reason or reasons set  
9 forth in the request are beyond the control of CONTRACTOR, COUNTY shall not  
10 unreasonably deny such a request. An extension of time granted by COUNTY  
11 hereunder shall not constitute a waiver of its right to have the work  
12 completed in a timely manner. Any extension of time shall specify the amount  
13 of additional time extended and the new completion date. Any extension beyond  
14 that new completion date must be supported by a new request by CONTRACTOR.

EXHIBIT 2

YOLO COUNTY MANPOWER STANDARD CONTRACT PROVISIONS

1. No performance of this agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by CONTRACTOR to assign or subcontract any portion of the rights or obligations of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever CONTRACTOR is authorized to subcontract or assign, he shall include all the terms of this agreement in each such subcontract or assignment. The granting of permission by COUNTY to CONTRACTOR to sign a portion of the rights or obligations under this contract shall be effective only as to those rights or obligations specifically assigned and shall not constitute a waiver by COUNTY of its right not to have other portions of the rights or obligations of the contract assigned.

2. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder by the U.S. Department of Labor, to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under this agreement or under any project, program or activity supported by this agreement. CONTRACTOR will comply with the U.S. Department of Labor regulations, equal employment opportunity under CETA (20 CFR, Part 676, Subpart D) to the end that employment discrimination in such programs on the grounds of race, color, creed, sex, or national origin shall be eliminated. CONTRACTOR recognizes the right of COUNTY and/or the U.S. Department of Labor to seek judicial

- 1 enforcement of the foregoing covenants against discrimination.
- 2 3. COUNTY and/or the U.S. Department of Labor or any of their duly  
3 authorized representatives shall have access to and the right to examine,  
4 audit, excerpt and transcribe any books, documents, papers and records of  
5 CONTRACTOR which in the opinion of COUNTY and/or U.S. Department of Labor may  
6 be related or pertinent to this agreement. Such material must be kept and  
7 maintained for a period of six (6) years after completion of the agreement or  
8 until an audit is completed by the U.S. Department of Labor and all questions  
9 arising therefrom are resolved, whichever is sooner. Final resolution means  
10 that all litigation related to the work product of this agreement is  
11 completed. COUNTY and/or U.S. Department of Labor or any of their duly  
12 authorized representatives shall have access for the purpose of audit and  
13 examination to any books, documents, papers and records of CONTRACTOR which  
14 are related or pertinent to this agreement.
- 15 4. CONTRACTOR shall assign only competent personnel to perform services  
16 pursuant to this agreement. In the event that the U.S. Department of Labor or  
17 COUNTY, in their sole discretion, either singularly or jointly, at any time  
18 during the term of this agreement, desires the removal of any person or  
19 persons assigned by CONTRACTOR to perform services pursuant to this agreement,  
20 CONTRACTOR shall remove any such person immediately upon receiving notice from  
21 the U.S. Department of Labor or COUNTY. CONTRACTOR shall not substitute  
22 personnel set forth in their proposal without the written consent of COUNTY.
- 23 5. CONTRACTOR shall perform all services pursuant to this agreement in the  
24 manner and according to the standards observed by a competent practitioner of  
25 the profession in which CONTRACTOR is engaged. All work product of whatever  
26 nature which CONTRACTOR delivers to the U.S. Department of Labor or COUNTY

1 pursuant to this agreement shall be prepared in a substantial, first-class and  
2 workmanlike manner and shall conform to the standards of quality normally  
3 observed by a person practicing CONTRACTOR's profession.

4 6. Whenever CONTRACTOR shall default in performance of this agreement in  
5 accordance with its terms and conditions and shall fail to cure such default  
6 within a period of ten (10) days after receipt from COUNTY of a notice  
7 specifying default, the performance of work under this agreement may be  
8 terminated by COUNTY. Any such termination shall be affected by delivery to  
9 CONTRACTOR of a notice of termination specifying the reason or reasons for the  
10 termination and the date upon which such termination becomes effective. After  
11 receipt of a notice of termination and except as otherwise directed by COUNTY,  
12 CONTRACTOR shall:

13 (1) stop work under the agreement on the date specified in the notice of  
14 termination, and

15 (2) transfer to COUNTY and deliver in the manner, at the times and to  
16 the extent directed by COUNTY, the work in progress, completed work and other  
17 material produced as a part of or required in respect of the performance of,  
18 the work terminated. The amount due CONTRACTOR by reason of termination shall  
19 be determined as follows: the total sum payable shall be such proportionate  
20 part of all sums to which CONTRACTOR would be entitled on completion of all  
21 work under the agreement as the total amount of usable work delivered to and  
22 accepted by COUNTY bears to the total work called for by this agreement.

23 7. When CONTRACTOR and COUNTY fail to agree as to whether any work is within  
24 the scope of this agreement, CONTRACTOR shall nevertheless immediately perform  
25 such work upon receipt from COUNTY of a written order to do so. Within fifteen  
26 (15) calendar days after receipt of such order, CONTRACTOR may submit a

1 written protest to COUNTY, specifying in detail in what particulars the  
2 agreement requirements were exceeded, the approximate change in the cost  
3 resulting therefrom so that COUNTY will have notice of a potential claim which  
4 may be filed by CONTRACTOR. Failure to submit such protest within the period  
5 specified shall constitute a waiver of any and all right to adjustment of  
6 agreement, price or time therefor. For any such work which is found to exceed  
7 the agreement requires, there shall be an equitable adjustment in agreement  
8 price and agreement time and such adjustment shall be evidenced by an  
9 amendment to this agreement. If the parties cannot agree upon an equitable  
10 adjustment of the contract price or time, the extent of such adjustments shall  
11 be determined by the Regional Director of the U.S. Department of Labor, or his  
12 or her designee, which determination shall be final and binding on the  
13 parties.

14 8. CONTRACTOR warrants that no person or selling agency has been employed or  
15 retained to solicit commission, percentage, brokerage or contingent fee,  
16 excepting bona fide employees of CONTRACTOR. For breach or violation of this  
17 warranty, COUNTY shall have the right to terminate this agreement in  
18 accordance with the termination clause or, in its sole discretion, to deduct  
19 from the agreement price or consideration, or otherwise recover the full  
20 amount of such commission, percentage, brokerage or contingent fee.

21 9. CONTRACTOR and its employees shall not have and shall not acquire any  
22 interest, direct or indirect, which will conflict in any manner or degree with  
23 the performance of services required under this agreement.

24 The invalidity in whole or in part of any provision of this agreement  
25 shall not void or affect the validity of any other provision of this  
26 agreement.

1 10. This agreement shall be governed by the laws of the State of California.  
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SCHEDULE A

| Contractor or Sub-Grantee                | Contract or Sub-Grantee Number | Dates    |          | Sub-Grantee Expenditures to be Audited |
|------------------------------------------|--------------------------------|----------|----------|----------------------------------------|
|                                          |                                | Starting | Ending   |                                        |
| Aquarian Effort (The)                    | 79-365                         | 10/01/79 | 09/30/80 | 21,109                                 |
| City of Woodland                         | 79-361<br>(Mod 1)              | 10/01/79 | 09/30/80 | 47,496                                 |
| City of Woodland<br>(Public Fire Safety) | 79-28                          | 10/01/79 | 06/18/80 | 15,848                                 |
| City of Woodland                         | 79-29<br>(Mod 3)               | 10/01/79 | 07/18/80 | 33,959                                 |
| City of Woodland<br>(House Service)      | 79-27<br>(Mod 2)               | 10/01/79 | 03/31/80 | 8,706                                  |
| City of Woodland                         | 79-404                         | 10/01/79 | 09/30/80 | 3,276                                  |
| Total                                    |                                |          |          | 109,285                                |
| Diogenes Youth Needs Survey              | 79-30<br>(Mod 2)               | 10/01/79 | 07/18/80 | 22,103                                 |
| Praul Center                             | 79-364                         | 10/01/79 | 09/30/80 | 13,911                                 |
| Praul Center                             | 79-84<br>(Mod 2)               | 10/01/79 | 09/30/80 | 23,649                                 |
| Total                                    | -                              | -        | -        | 37,560                                 |
| University of California, Davis          | 79-387<br>(Mod 1)              | 10/01/79 | 09/30/80 | 142,803                                |
| University of California, Davis          | 79-407                         | 10/01/79 | 09/30/80 | 68,859                                 |
| Peter Shield's Library                   | 79-40                          | 10/01/79 | 06/18/80 | 10,485                                 |
| California Streams                       | 79-39                          | 10/01/79 | 06/18/80 | 11,730                                 |
| Computerized Admissions                  | 79-41                          | 10/01/79 | 06/18/80 | 10,539                                 |
| Study of Women                           | 79-42                          | 10/01/79 | 03/31/80 | 5,798                                  |

## MODIFICATION

AGREEMENT NO. 81-168

REQUEST FOR MODIFICATION TO CONTRACT # 80-349

REQUEST DATE June 25, 1981

CETA TITLE: Title II-B

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of California  
at Davis On-The-Job Training Program

MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$ 1,422

The above number contract is to be modified as follows: (Attach support documents)

## GENERAL INTENT

The subgrantee has requested modification to the contract to reflect:  
1) personnel changes: 2) changes in staff salaries.

FILED

AUG 13 1981

PETE E. LUCAS, Clerk of the Board

By Anna M. Galloway, Deputy

## MODIFICATION

The attached operating Budget supersedes that of the preceeding  
authorized budget.

\$118,586

New grant total and fixed price

Signature of program operator

Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC:

☐ Approve☐ Disapprove

## ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.☐ Request for modification approved pursuant to the authority of the Governing Board.  
Except as hereby modified, all terms and conditions of said contract remain unchanged  
and in full force and effect.Signature of Authorized Officer Robert N. Blank AUG 11 1981  
DateEIO-1-80  
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION  
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-B

CONTRACT NO. 80-349

☐ ORIGINAL

☒ REVISION NO. 80-349

DATE June 25, 1981

Subgrantee Name and Address:

Contact Person: Yvette Diggs

Phone (916) 752-7301

Period: From 10/01/80 To 09/30/81

Program Name: \_\_\_\_\_

University of California, Davis  
312 Mrak Hall  
Davis, CA 956916

| MONTH | ACTIVITY |     |         |     |         |     |      | TOTAL   |
|-------|----------|-----|---------|-----|---------|-----|------|---------|
|       | ADMIN.   | CRT | OJT     | WEX | SERVICE | PSE | CEEX |         |
| OCT.  |          |     | 11,733  |     |         |     |      | 11,733  |
| NOV.  |          |     | 13,685  |     |         |     |      | 13,685  |
| DEC.  |          |     | 4,208   |     |         |     |      | 4,208   |
| JAN.  |          |     | 5,225   |     |         |     |      | 5,225   |
| FEB.  |          |     | 6,725   |     |         |     |      | 6,725   |
| MAR.  |          |     | 8,225   |     |         |     |      | 8,225   |
| APR.  |          |     | 9,725   |     |         |     |      | 9,725   |
| MAY   |          |     | 10,725  |     |         |     |      | 10,725  |
| JUNE  |          |     | 11,725  |     |         |     |      | 11,725  |
| JULY  |          |     | 12,370  |     |         |     |      | 12,370  |
| AUG.  |          |     | 12,870  |     |         |     |      | 12,870  |
| SEPT. |          |     | 11,370  |     |         |     |      | 11,370  |
| TOTAL |          |     | 118,586 |     |         |     |      | 118,586 |

| MONTH | COST CATEGORY |        |       |         |          |          | TOTAL   |
|-------|---------------|--------|-------|---------|----------|----------|---------|
|       | ADMIN.        | ALLOW. | WAGES | FRINGES | TRAINING | SERVICES |         |
| OCT.  |               |        |       |         | 10,500   | 1,233    | 11,733  |
| NOV.  |               |        |       |         | 12,500   | 1,185    | 13,685  |
| DEC.  |               |        |       |         | 3,000    | 1,208    | 4,208   |
| JAN.  |               |        |       |         | 4,000    | 1,225    | 5,225   |
| FEB.  |               |        |       |         | 5,500    | 1,225    | 6,725   |
| MAR.  |               |        |       |         | 7,000    | 1,225    | 8,225   |
| APR.  |               |        |       |         | 8,500    | 1,225    | 9,725   |
| MAY   |               |        |       |         | 9,500    | 1,225    | 10,725  |
| JUNE  |               |        |       |         | 10,500   | 1,225    | 11,725  |
| JULY  |               |        |       |         | 11,500   | 870      | 12,370  |
| AUG.  |               |        |       |         | 12,000   | 870      | 12,870  |
| SEPT. |               |        |       |         | 10,500   | 870      | 11,370  |
| TOTAL |               |        |       |         | 105,000  | 13,586   | 118,586 |

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

James Sullivan  
Name and Title of Authorized Official  
JAMES SULLIVAN, VICE CHANCELLOR  
Signature

Sharon Thorne 7-1-81  
Fiscal Officer Date  
Margaret J. Sullivan 7/1/81  
CETA Director Date

## OPERATING BUDGET

## SUBGRANTEE'S NAME AND ADDRESS

U.C. Davis

312 Mrak Hall

Davis, CA 95616

CONTRACT NO. 80-349

| ON-THE-JOB TRAINING               | TOTAL  | OCT   | NOV   | DEC   | JAN   |
|-----------------------------------|--------|-------|-------|-------|-------|
| TRAINING                          |        |       |       |       |       |
| Staff Salaries                    |        |       |       |       |       |
| Staff Fringe Benefits             |        |       |       |       |       |
| Staff Travel                      |        |       |       |       |       |
| Special Program Technical Assist. |        |       |       |       |       |
| Subcontractor Training Cost       |        |       |       |       |       |
| Classroom Space Cost              |        |       |       |       |       |
| Supplies                          |        |       |       |       |       |
| Telephone                         |        |       |       |       |       |
| Books & Educational Aids          |        |       |       |       |       |
| Tuition & Entrance Fees           |        |       |       |       |       |
| Rental - Equipment                |        |       |       |       |       |
| Office Equipment                  |        |       |       |       |       |
| Training Equipment                |        |       |       |       |       |
| Unclassified Training Cost        |        |       |       |       |       |
| SERVICES                          | 13,586 | 1,233 | 1,185 | 1,208 | 1,225 |
| Staff Salaries                    | 9838   | 893   | 858   | 875   | 887   |
| Staff Fringe Benefits             | 3748   | 340   | 327   | 333   | 338   |
| Staff Travel                      |        |       |       |       |       |
| Special program technical assist. |        |       |       |       |       |
| Space Cost                        |        |       |       |       |       |
| Supplies                          |        |       |       |       |       |
| Telephone                         |        |       |       |       |       |
| Transportation                    |        |       |       |       |       |
| Child Care                        |        |       |       |       |       |
| Medical Assistance                |        |       |       |       |       |
| Rent Assistance                   |        |       |       |       |       |
| Bonding Assistance                |        |       |       |       |       |
| Rental Equipment                  |        |       |       |       |       |
| Office Equipment                  |        |       |       |       |       |
| Unclassified Services Cost        |        |       |       |       |       |
| TOTAL - ON-THE-JOB TRAINING       | 13,586 | 1,233 | 1,185 | 1,208 | 1,225 |

OJT Reimbursement

105,000

10,500

12,500

3,000

4,000

54 slots @ 500/mo/slot

## OPERATING BUDGET

U.C. Davis

312 Mrak Hall

Davis, CA 95616

CONTRACT NO. 80-349

[illegible]

## Subarantee's Name and Address

U.C. Davis

312 Mrak Hall

Davis, CA 95616

Phone 756-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10-01-80 To 9-30-81Contract No. 80-349

Title/Subtitle \_\_\_\_\_

| POSITION/TITLE         | MONTH.<br>SALARY<br>RATE | %<br>OF<br>TIME | NO.<br>OF<br>MOS. | AMOUNT | VACA-<br>TION | TOTAL AMOUNT |        |                | DISTRIBUTION OF NON-ADMINISTRATION COST |      |              |                    |               |
|------------------------|--------------------------|-----------------|-------------------|--------|---------------|--------------|--------|----------------|-----------------------------------------|------|--------------|--------------------|---------------|
|                        |                          |                 |                   |        |               | TOTAL        | ADMIN. | NON-<br>ADMIN. | CLASS.<br>TRNG.                         | OJT. | WORK<br>EXP. | SERVICE<br>/CLIENT | OTHER<br>ACT. |
| Personnel Asst.        | 1104                     | 25              | 3                 | 828    |               |              |        | 828            |                                         |      |              | 828                |               |
| " "                    | 1149                     | 25              | 6                 | 1724   |               |              |        | 1724           |                                         |      |              | 1724               |               |
| " "                    | 1260                     | 50              | 3                 | 1890   |               |              |        | 1890           |                                         |      |              | 1890               |               |
| STEP Coordinator       | 2351                     | 5               | 1                 | 118    |               |              |        | 118            |                                         |      |              | 118                |               |
| " "                    | 1656                     | 5               | 7                 | 82     |               |              |        | 82             |                                         |      |              | 82                 |               |
| " "                    | 1995                     | 5               | 7                 | 698    |               |              |        | 698            |                                         |      |              | 698                |               |
| Asst. Step Coordinator | 1995                     | 25              | 9                 | 4489   |               |              |        | 4489           |                                         |      |              | 4489               |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                        |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
| TOTAL                  |                          |                 |                   | 9838   |               |              |        | 9838           |                                         |      |              | 9838               |               |



MODIFICATION  
AGREEMENT NO. 81-169

#

REQUEST FOR MODIFICATION TO CONTRACT # 80-413

REQUEST DATE 6/30/81

CETA TITLE: IID

CORRESPONDS TO ANNUAL PLAN MOD # N/A

PROGRAM NAME: University of California at Davis - Clerical Training Program MOD # 002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$12,333

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The subgrantee has requested modification to the contract to reflect  
1) personnel changes; 2) changes in staff salaries.

FILED

AUG 13 1981  
PETE E. LUCAS, Clerk of the Board

MODIFICATION

The attached Operating Budget supersedes that of the preceding authorized budget.

by Emma M. Galvan, Deputy

\$289,271  
New grant total and fixed price

*Jacky Jones* 7/29/81  
Signature of program operator Date

Recommendation and/or comments by staff:

☐ Approve ☐ Disapprove

Recommendation of the MAPC:

☐ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

- ☐ Request for modification denied.
- ☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

*Robert N. Black* AUG 11 1981  
Signature of Authorized Officer Date

10-1-80  
Effective date of modification



YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION  
50 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II PSE

CONTRACT NO. 80-413

☐ ORIGINAL ☒ REVISION NO. 2

DATE June 23, 1981

Subgrantee Name and Address:

Contact Person: Yvette Diggs

U.C. Davis

Phone 752-7301

312 Mrak Hall

Period: From 10-1-80 To 9-30-81

Davis, CA 95616

Program Name: Clerical Training

| MONTH | ACTIVITY |     |     |     |         |         |      |       | TOTAL   |
|-------|----------|-----|-----|-----|---------|---------|------|-------|---------|
|       | ADMIN.   | CRT | OJT | WEX | SERVICE | PSE     | CEEX | OTHER |         |
| OCT.  | 617      |     |     |     |         | 11,975  |      |       | 12,592  |
| NOV.  | 497      |     |     |     |         | 15,038  |      |       | 15,535  |
| DEC.  | 554      |     |     |     |         | 19,307  |      |       | 19,861  |
| JAN.  | 562      |     |     |     |         | 21,130  |      |       | 21,692  |
| FEB.  | 562      |     |     |     |         | 24,210  |      |       | 24,772  |
| MAR.  | 565      |     |     |     |         | 25,600  |      |       | 26,165  |
| APR.  | 564      |     |     |     |         | 28,784  |      |       | 29,348  |
| MAY   | 564      |     |     |     |         | 28,784  |      |       | 29,348  |
| JUNE  | 565      |     |     |     |         | 28,784  |      |       | 29,349  |
| JULY  |          |     |     |     |         | 26,870  |      |       | 26,870  |
| AUG.  |          |     |     |     |         | 26,869  |      |       | 26,869  |
| SEPT. |          |     |     |     |         | 26,870  |      |       | 26,870  |
| TOTAL | 5,050    |     |     |     |         | 284,221 |      |       | 289,271 |

| MONTH | COST CATEGORY |        |         |         |          |          |                 | TOTAL   |
|-------|---------------|--------|---------|---------|----------|----------|-----------------|---------|
|       | ADMIN.        | ALLOW. | WAGES   | FRINGES | TRAINING | SERVICES | WORKSITE SUPPLY |         |
| OCT.  | 617           |        | 7,755   | 995     | 2,325    | 900      |                 | 12,592  |
| NOV.  | 497           |        | 10,575  | 1,357   | 2,206    | 900      |                 | 15,535  |
| DEC.  | 554           |        | 11,280  | 1,448   | 4,853    | 1,726    |                 | 19,861  |
| JAN.  | 562           |        | 12,690  | 1,629   | 5,077    | 1,734    |                 | 21,692  |
| FEB.  | 562           |        | 15,510  | 1,990   | 4,976    | 1,734    |                 | 24,772  |
| MAR.  | 565           |        | 18,330  | 2,352   | 3,186    | 1,732    |                 | 26,165  |
| APR.  | 564           |        | 21,150  | 2,714   | 3,187    | 1,733    |                 | 29,348  |
| MAY   | 564           |        | 21,150  | 2,714   | 3,187    | 1,733    |                 | 29,348  |
| JUNE  | 565           |        | 21,150  | 2,714   | 3,187    | 1,733    |                 | 29,349  |
| JULY  |               |        | 22,208  | 2,850   | 922      | 890      |                 | 26,870  |
| AUG.  |               |        | 22,208  | 2,850   | 922      | 889      |                 | 26,869  |
| SEPT. |               |        | 22,208  | 2,850   | 922      | 890      |                 | 26,870  |
| TOTAL | 5,050         |        | 206,214 | 26,463  | 34,950   | 16,594   |                 | 289,271 |

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

James Sullivan  
Name and Title of Authorized Official

Sharon Thomas  
Fiscal Officer

JAMES SULLIVAN, VICE CHANCELLOR  
Signature

Maynard J. Shultz  
CETA Director

2-2-81  
Date

2/23/81  
Date

## SUBGRANTEE'S NAME AND ADDRESS

U. C. Davis

312 Mrak Hall

Davis, CA 95616

## OPERATING BUDGET

CONTRACT NO. 80-413

| PSE                               | TOTAL   | OCT    | NOV    | DEC    | JAN    |
|-----------------------------------|---------|--------|--------|--------|--------|
| PARTICIPANT WAGES                 | 206,214 | 7,755  | 10,575 | 11,280 | 12,690 |
| FRINGE BENEFITS                   | 26,463  | 995    | 1,357  | 1,448  | 1,629  |
| F.I.C.A.                          |         |        |        |        |        |
| Workers' Comp. Ins.               | 2,166   | 82     | 111    | 119    | 133    |
| P.S.E. (Uniforms, Supplies, etc.) |         |        |        |        |        |
| Other                             | 24,297  | 913    | 1,246  | 1,329  | 1,496  |
| TRAINING                          | 34,950  | 2,325  | 2,206  | 4,853  | 5,077  |
| Staff Salaries                    | 14,632  | 1,670  | 1,583  | 1,626  | 1,625  |
| Staff Fringe Benefits             | 5,563   | 635    | 602    | 618    | 618    |
| Staff Travel                      | 185     | 20     | 21     | 20     | 21     |
| Special Program Tech. Assist.     |         |        |        |        |        |
| Subcontractor Training Cost       |         |        |        |        |        |
| Classroom Space Cost              |         |        |        |        |        |
| Supplies                          | 8,000   |        |        |        |        |
| Telephone                         | 1,000   |        |        | 800    | 800    |
| Books & Educational Aids          | 1,000   |        |        | 333    | 334    |
| Tuition & Ent. Fees               | 3,000   |        |        |        | 200    |
| Rental - Equipment                |         |        |        | 1,000  | 1,000  |
| Office Equipment                  |         |        |        |        |        |
| Training Equipment                |         |        |        |        |        |
| Uncl. Training Cost               | 1,370   |        |        |        |        |
| SERVICES                          | 200     |        |        | 456    | 457    |
| Staff Salaries                    | 16,594  | 900    | 900    | 1,726  | 1,734  |
| Staff Fringe Benefits             | 11,844  | 637    | 637    | 1,235  | 1,241  |
| Staff Travel                      | 4,503   | 242    | 242    | 470    | 472    |
| Special Program Tech. Assist.     | 247     | 21     | 21     | 21     | 21     |
| Space Cost                        |         |        |        |        |        |
| Supplies                          |         |        |        |        |        |
| Telephone                         |         |        |        |        |        |
| Transportation                    |         |        |        |        |        |
| Child Care                        |         |        |        |        |        |
| Medical Assist.                   |         |        |        |        |        |
| Rent Assist.                      |         |        |        |        |        |
| Bonding Assist.                   |         |        |        |        |        |
| Rental Equipment                  |         |        |        |        |        |
| Office Equipment                  |         |        |        |        |        |
| Uncl. Services Cost               |         |        |        |        |        |
| WORKSITE SUPERVISION (YCCIP ONLY) |         |        |        |        |        |
| Staff Salaries                    |         |        |        |        |        |
| Staff Fringe                      |         |        |        |        |        |
| Staff Travel                      |         |        |        |        |        |
| Special Program Tech. Assist.     |         |        |        |        |        |
| Space Cost                        |         |        |        |        |        |
| Supplies                          |         |        |        |        |        |
| Telephone                         |         |        |        |        |        |
| Rental Equipment                  |         |        |        |        |        |
| Office Equipment                  |         |        |        |        |        |
| Uncl. Supervision Cost            |         |        |        |        |        |
| PSE                               | 284,221 | 11,975 | 15,038 | 19,307 | 21,130 |

SUBGRANTEE'S NAME AND ADDRESS

U. Davis

312 Arak Hall

Davis, CA 95616

OPERATING BUDGET

CONTRACT NO. 80-413

| FEB    | MAR    | APR    | MAY    | JUNE   | JULY   | AUG    | SEPT   |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 15,510 | 18,330 | 21,150 | 21,150 | 21,150 | 22,208 | 22,208 | 22,208 |
| 1,990  | 2,352  | 2,714  | 2,714  | 2,714  | 2,850  | 2,850  | 2,850  |
| 163    | 193    | 222    | 222    | 222    | 233    | 233    | 233    |
| 1,827  | 2,159  | 2,492  | 2,492  | 2,492  | 2,617  | 2,617  | 2,617  |
| 4,976  | 3,186  | 3,187  | 3,187  | 3,187  | 922    | 922    | 922    |
| 1,626  | 1,625  | 1,626  | 1,625  | 1,626  | 0      | 0      | 0      |
| 618    | 618    | 618    | 618    | 618    |        |        |        |
| 20     | 21     | 20     | 21     | 21     |        |        |        |
| 800    | 800    | 800    | 800    | 800    | 800    | 800    | 800    |
| 333    |        |        |        |        |        |        |        |
| 100    | 100    | 100    | 100    | 100    | 100    | 100    | 100    |
| 1,000  |        |        |        |        |        |        |        |
| 457    |        |        |        |        |        |        |        |
| 22     | 22     | 23     | 23     | 22     | 22     | 22     | 22     |
| 1,734  | 1,732  | 1,733  | 1,733  | 1,733  | 890    | 889    | 890    |
| 1,241  | 1,240  | 1,241  | 1,241  | 1,241  | 630    | 630    | 630    |
| 472    | 471    | 471    | 472    | 472    | 240    | 239    | 240    |
| 21     | 21     | 21     | 20     | 20     | 20     | 20     | 20     |
| 24,210 | 25,600 | 28,784 | 28,784 | 28,784 | 26,870 | 26,869 | 26,870 |

OPERATING BUDGET

CONTRACT NO. \_\_\_\_\_

U. C. Davis

312 Mark Hall

U.C. Davis

| ADMINISTRATION                      | TOTAL | OCT | NOV | DEC | JAN |
|-------------------------------------|-------|-----|-----|-----|-----|
| INDIRECT COST                       |       |     |     |     |     |
| SALARIES & WAGES                    | 3525  | 432 | 345 | 387 | 393 |
| FRINGE BENEFITS                     | 1341  | 165 | 132 | 147 | 149 |
| FICA                                | 410   | 50  | 40  | 46  | 45  |
| Workers' Compensation               | 38    | 5   | 4   | 4   | 4   |
| Retirement                          | 649   | 80  | 64  | 71  | 72  |
| Health & Life Insurance             | 220   | 27  | 22  | 24  | 25  |
| Unemployment Compensation Insurance | 24    | 3   | 2   | 2   | 3   |
| TRAVEL/TRAINING                     |       |     |     |     |     |
| Mileage Reimbursement               | 184   | 20  | 20  | 20  | 20  |
| Out-of-Town Travel/Training         |       |     |     |     |     |
| CONSULTANT & PROFESSIONAL SERVICES  |       |     |     |     |     |
| Bookkeeping                         |       |     |     |     |     |
| Legal                               |       |     |     |     |     |
| Program Technical Assistance        |       |     |     |     |     |
| SPACE COST                          |       |     |     |     |     |
| Rental of Land & Buildings          |       |     |     |     |     |
| Utilities                           |       |     |     |     |     |
| Janitorial Services                 |       |     |     |     |     |
| Repairs to Buildings                |       |     |     |     |     |
| CONSUMABLE SUPPLIES                 |       |     |     |     |     |
| Office Supplies                     |       |     |     |     |     |
| Cleaning & Janitorial Supplies      |       |     |     |     |     |
| COMMUNICATION COST                  |       |     |     |     |     |
| Telephone & Telegraph               |       |     |     |     |     |
| Postage                             |       |     |     |     |     |
| OTHER COST                          |       |     |     |     |     |
| Photocony & Xerox                   |       |     |     |     |     |
| Rental - Office Equipment           |       |     |     |     |     |
| Maintenance & Repair - Equipment    |       |     |     |     |     |
| Fiduciary & General Insurance       |       |     |     |     |     |
| EQUIPMENT                           |       |     |     |     |     |
| Office Equipment                    |       |     |     |     |     |
| Office Furniture & Fixtures         |       |     |     |     |     |
| TOTAL                               | 5050  | 617 | 497 | 554 | 562 |

## U.C. DAVIS

312 Mr Hall

Davis, Ca. 95616

|     |     |     |     |     |  |  |  |
|-----|-----|-----|-----|-----|--|--|--|
| 562 | 565 | 564 | 564 | 565 |  |  |  |
|-----|-----|-----|-----|-----|--|--|--|

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

### Travel Schedule

Period From 10-1-80 To 9-30-81

Contract No. 80-413

|                             | MILEAGE              |                   |                     | REIMBURSEMENT |            | OUT OF TOWN (ADMIN.)     |                     |       | TOTAL  |            |
|-----------------------------|----------------------|-------------------|---------------------|---------------|------------|--------------------------|---------------------|-------|--------|------------|
| POSITION OF TRAVELING STAFF | MILES<br>PER<br>WEEK | NO.<br>OF<br>WKS. | COST<br>PER<br>MILE | TOTAL         |            | PROJ.<br>NO. OF<br>TRIPS | COST<br>PER<br>TRIP | TOTAL | ADMIN. | NON-ADMIN. |
|                             |                      |                   |                     | ADMIN.        | NON-ADMIN. |                          |                     |       |        |            |
| Personnel Assistant I       | 25                   | 52                | 19                  |               | 247        |                          |                     |       |        | 247        |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
|                             |                      |                   |                     |               |            |                          |                     |       |        |            |
| TOTALS                      | X                    | X                 | X                   |               | 247        | X                        | X                   |       |        | 247        |



## Subarantee's Name and Address

U.C. Davis

312 Mark Hall

Davis, CA 95616

Attn: Yvette Diggs

Phone 752-7301

## YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

## CETA OPERATING BUDGETING

## Positions and Salaries Schedule

Period From 10-1-80 To 9-30-81

Contract No. 80-413

Title/Subtitle II PSE

| POSITION/TITLE              | MONTH.<br>SALARY<br>RATE | %<br>OF<br>TIME | NO.<br>OF<br>MOS. | AMOUNT | VACA-<br>TION | TOTAL AMOUNT |        |                | DISTRIBUTION OF NON-ADMINISTRATION COST |      |              |                    |               |
|-----------------------------|--------------------------|-----------------|-------------------|--------|---------------|--------------|--------|----------------|-----------------------------------------|------|--------------|--------------------|---------------|
|                             |                          |                 |                   |        |               | TOTAL        | ADMIN. | NON-<br>ADMIN. | CLASS.<br>TRNG.                         | OJT. | WORK<br>EXP. | SERVICE<br>/CLIENT | OTHER<br>ACT. |
| Personnel Assistant I       | 1,102                    | 25              | 3                 | 827    |               | 827          | 414    | 413            |                                         |      |              | 413                |               |
| Personnel Assistant I       | 1,149                    | 25              | 6                 | 1,723  |               | 1,723        | 861    | 862            |                                         |      |              | 862                |               |
| Personnel Assistant I       | 1,260                    | 50              | 3                 | 1,890  |               | 1,890        |        | 1,890          |                                         |      |              | 1,890              |               |
| STEP Coordinator            | 2,351                    | 25              | 1                 | 588    |               | 588          | 294    | 294            | 294                                     |      |              |                    |               |
| STEP Coordinator            | 1,656                    | 25              | 1                 | 414    |               | 414          | 207    | 207            | 207                                     |      |              |                    |               |
| STEP Coordinator            | 1,995                    | 25              | 7                 | 3,491  |               | 3,491        | 1,745  | 1,746          | 1,747                                   |      |              |                    |               |
| Assistant STEP Cord.        | 1,995                    | 25              | 2                 | 998    |               | 998          |        | 998            |                                         |      |              | 998                |               |
| Assistant STEP Cord.        | 1,995                    | 55              | 7                 | 7,681  |               | 7,681        |        | 7,681          |                                         |      |              | 7,681              |               |
| Assistant Personnel Analyst | 1,376                    | 100             | 9                 | 12,384 |               | 12,384       |        | 12,384         | 12,384                                  |      |              |                    |               |
|                             |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                             |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                             |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
|                             |                          |                 |                   |        |               |              |        |                |                                         |      |              |                    |               |
| TOTAL                       |                          |                 |                   | 29,996 |               | 28,996       | 3,966  | 25,030         | 14,632                                  |      |              | 11,844             |               |



U. C. Davis

312 Mrak Hall

Davis, CA 95616

PHONE 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-01-80 To 09-30-81

Contract No. \_\_\_\_\_

TRAINING EQUIPMENT

| QUAN. | DESCRIPTION     | USAGE | UNIT COST | TOTAL |
|-------|-----------------|-------|-----------|-------|
|       | Desks           |       | 155       | 620   |
| 1     | Teacher's Desk  |       | 226       | 226   |
| 1     | Teacher's Chair |       | 110       | 110   |
| 3     | Calculators     |       | 100       | 300   |
| 1     | Supply Cabinet  |       | 114       | 114   |
|       | TOTAL           |       |           | 1,370 |

PSE  
OPERATING BUDGET ADDENDUM

|                              | TOTAL   | OCT.  | NOV.  | DEC.  | JAN.  |
|------------------------------|---------|-------|-------|-------|-------|
| Participant Training Wages   | 127,050 | 7755  | 10575 | 10575 | 10575 |
| Participant Training Fringes | 16,308  | 995   | 1357  | 1357  | 1358  |
| Participant Work Wages       | 79,137  | -0-   | -0-   | 705   | 2115  |
| Participant Work Fringes     | 10,155  | -0-   | -0-   | 91    | 271   |
|                              |         |       |       |       |       |
|                              | FEB.    | MAR.  | APRIL | MAY   | JUNE  |
| Participant Training Wages   | 10575   | 11958 | 10575 | 10575 | 10575 |
| Participant Training Fringes | 1357    | 1538  | 1357  | 1357  | 1357  |
| Participant Work Wages       | 4935    | 6345  | 10575 | 10575 | 10575 |
| Participant Work Fringes     | 633     | 814   | 1357  | 1357  | 1357  |
|                              |         |       |       |       |       |
|                              | JULY    |       | AUG.  |       | SEPT. |
| Participant Training Wages   | 11104   |       | 11104 |       | 11104 |
| Participant Training Fringes | 1425    |       | 1425  |       | 1425  |
| Participant Work Wages       | 11104   |       | 11104 |       | 11104 |
| Participant Work Fringes     | 1425    |       | 1425  |       | 1425  |

RETURN TO:  
PETER LUCAS  
RM 104  
COURTHOUSE  
WOODLAND, CALIF 95693

005019

OFFICIAL RECORDS  
YOLCO COUNTY CLERK  
R. JORDAN FILE 0155 81

County Of Yolo  
SEP 3 8 31 AM '81

PETER McNAMEE  
COUNTY RECORDER

N/c

*Recorded  
Document*  
**FILED**

SEP 16 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]* CLERK

AGREEMENT NO. 81-170

AGREEMENT FOR PROVIDING REFUSE CONTAINER  
SERVICE FOR ESPARTO CONVENIENCE CENTER

THIS AGREEMENT, entered into on the 11th day of August, 1981, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County", and Caspy Valley Disposal Company hereinafter called "Contractor",

## WITNESSETH:

WHEREAS, it is necessary and desirable that an agreement be entered into between County and Contractor for the performance of said services by Contractor for and on behalf of County in accordance with the accepted proposal and specifications therefore, which said documents are made a part hereof and incorporated herein by this reference:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO, as follows:

1. LENGTH AND TERMINATION OF AGREEMENT. The term of this agreement shall commence on the first day of September, 1981 and shall terminate on the thirty-first day of August, 1982 provided, however, the term shall be deemed to be renewed automatically for successive terms of one year unless either party gives notice of termination in writing to the other on or before the first day of August of each year, and further provided that either party may terminate this agreement at any time by giving written notice to the other party at least ninety (90) days in advance of the effective date of such termination. Termination of this agreement in the manner herein provided shall be effective for all purposes except as to obligations accrued prior to the effective date thereof.

2. SERVICES BY CONTRACTOR. In consideration of payments by County to Contractor, as hereinafter provided, Contractor agrees to perform all services necessary for providing refuse container service for Esparto Convenience Center in accordance with the specifications entitled "REFUSE CONTAINER SERVICE FOR ESPARTO CONVENIENCE CENTER dated July 14, 1981. Contractor shall comply with all of the requirements of the Yolo-Solano Air Pollution Control District, the Regional Water Quality Control Board, the State Solid Waste Management Board, and the Health Department of the County of Yolo, and with all laws, rules, and regulations which may be applicable thereto.

NOV 14 1981  
REC 16

3. FACILITIES AND SERVICES FURNISHED BY COUNTY. It is expressly understood that County shall perform those activities required to be performed by County under said specifications above referred to, and shall provide facilities and space as set forth therein. All other costs of providing the services in accordance with the aforesaid specifications shall be borne by the Contractor at his own expense.

4. INSURANCE. Contractor agrees to furnish and keep in full force and effect at all times during the life of this agreement public liability and property damage insurance covering injuries to persons and property arising by reason of the services provided pursuant to this agreement in the amount of \$500,000 for each person, \$1,000,000 for each accident for injuries to persons, and in the amount of \$100,000 for damage to property, which insurance policies shall name County as co-insured thereunder.

Certificates evidencing such insurance shall be filed by Contractor with County prior to the commencement of services by Contractor under this agreement and said certificates shall specifically provide that such insurance policies shall not be cancelled without at least thirty (30) days' prior written notice to County.

5. EFFECT OF NONCOMPLIANCE BY CONTRACTOR. It is expressly understood that this agreement may be terminated by County at any time if Contractor fails to comply with any of the terms and conditions of this agreement and the specifications by County's giving written notice of such termination to Contractor at least ninety (90) days in advance of the effective date of such termination.

6. PAYMENTS BY COUNTY. In consideration of Contractor's providing the refuse container services as prescribed in the aforesaid specifications, County agrees to pay monthly to Contractor the price bid per ton multiplied by the total number of tons transferred during the month as shown on the accepted proposal, payable on the fifteenth day of each succeeding month commencing from the date of starting work pursuant to the contract.

It is expressly understood that each monthly payment herein provided for is for and in consideration of the furnishing by Contractor of the services herein provided for during the preceding month.

7. NOT CONTRACT OF EMPLOYMENT. It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between County and Contractor or between County and any assistant and/or employees of Contractor. Contractor shall at all times be deemed to be an independent contractor. Contractor is not authorized to bind

the County to any contracts or other obligations. County shall not be liable for any acts of the Contractor or his assistants or employees while performing under the terms of this contract or at any other time. Contractor's right to perform under the terms of this contract shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations, and conditions herein contained on his part are strictly and promptly complied with.

8. WORKMEN'S COMPENSATION. Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

"County"

By:

Robert W. Black  
CHAIRMAN, BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

"Contractor"

By:

Coral D. Leone

ATTEST:

Paula M. Cooper  
Clerk of said Board *Deputy*

(SEAL)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

APPROVED AS TO FORM:  
Charles R. Mack, County Counsel

C. Lee Humes  
Senior Deputy County Counsel

15019

FILED

AUG 13 1981

PETE E. LUCAS

AGREEMENT NO. 81-171

AGREEMENT FOR ENGINEERING SERVICES

*Paula M. Cooper*  
Deputy

Northport Industrial Park Phase I Assessment District  
Yolo County, California

This is an agreement for engineering services between the COUNTY OF YOLO, a political subdivision of the State of California, referred to as Client, and MURRAY SMITH & ASSOCIATES ENGINEERING, referred to as Engineer.

1. Client retains Engineer as Engineer of Work for the Northport Industrial Park Phase I Assessment District, Yolo County, California, to perform the following services:

- (a) Preparation of a map showing the proposed boundaries of the assessment district, in accordance with the requirements of Division 4.5 of the Streets and Highways Code.
- (b) Preparation of the report required by Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913), and modification of the report if directed by the legislative body of Client. The report shall include the following:
  - (1) A general description of improvements to be acquired, if any, and a legal description of lands, rights-of-way, easements or other interests in real property to be acquired.
  - (2) An estimate of the cost of the improvement, including the cost of acquisitions and all incidental expenses.
  - (3) An assessment diagram showing the parcels of land to be assessed.
  - (4) A proposed assessment of the total cost of the improvement on benefited parcels of land within the assessment district.

ORIGINAL

- (c) Compilation of a list of the names and addresses of all owners of land within the assessment district in accordance with records of the County Assessor or in accordance with title reports provided by Client.
- (d) Posting of notices of improvement on all open streets within the assessment district at distances not greater than 300 feet apart. Copies of notice of improvement for posting are to be provided by the Client.
- (e) Attendance at meetings of Client's legislative body, when requested by Client's staff, for the purpose of presenting and seeking approval of the documents and reports described in subparagraphs (a) and (b).
- (f) Attendance at all other public meetings of Client at which matters relating to the assessment district are considered, except routine matters.
- (g) Attendance at staff meetings or meetings of property owners upon the request of the Client, after reasonable notice.
- (h) Telephone consultation with staff members and property owners to answer engineering questions about the assessment proceedings.

2. The performance by Engineer of services excluded by this paragraph, if required by Client, shall be under separate oral or written agreement.

3. In consideration of the services set forth in paragraph 1, Client shall pay to engineer the sum of Fifty-six thousand, five hundred Dollars (\$56,500.00)

In no event, however, will the compensation of Engineer exceed the amount set forth by Engineer for that purpose in the Report, or any amended report, prepared by Engineer under Section 10204 of the



Streets and Highways Code.

DATED: August 11, 1981

COUNTY OF YOLO, a political subdivision  
of the State of California

By Robert W. Black  
Chairman, Board of Supervisors

ATTEST:

PETE E. LUCAS, Clerk  
of the Board of Supervisors



"Client"

MURRAY SMITH & ASSOCIATES ENGINEERING

By Edward R. Gilman

"Engineer"

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETE E. LUCAS  
BOARD OF SUPERVISORS

Paula M. Cooper  
Deputy

FILED

AUG 12 1981

PETE E. LUCAS, Clerk of the Board

By Anna M. Selinger, Deputy

AGREEMENT NO. 81-172

(An Agreement for Auditing Services)

THIS AGREEMENT made and entered into by and between the County of Yolo (hereinafter referred to as COUNTY), and Bartig, Basler & Ray, Certified Public Accountants (hereinafter referred to as AUDITOR),

WITNESSETH:

RECITALS:

1. COUNTY wishes to engage a consultant to provide certain special expert services, which services are more particularly described in this contract.
2. COUNTY does not currently possess the capability of performing the expert services COUNTY currently requires.
3. AUDITOR is a duly qualified expert in the field in which such services are required and is willing to perform them on the terms hereinafter set forth.

AGREEMENTS:

1. COUNTY hereby employs AUDITOR and AUDITOR hereby agrees to furnish the services described in this contract.
2. AUDITOR shall secure and maintain through the term of this agreement all licenses, permits, qualifications and approvals of whatever nature are legally required for AUDITOR to perform its profession and to perform the expert professional services required in this contract.
3. All services performed by AUDITOR shall be done in a diligent, workmanlike and timely manner and in accordance with the best practices and procedures of AUDITOR's profession.
4. AUDITOR shall not delegate or subcontract to any other person or

- 1 organization any of the services to be performed hereunder nor, without  
2 the written consent of COUNTY, assign any portion of this contract to  
3 another party. Any attempted or purported assignment of any right or  
4 obligation pursuant to this agreement shall be void and of no effect.
- 5 5. It is specifically understood that AUDITOR is an independent contractor  
6 and is not subject to the direction or control of COUNTY, except as to  
7 final results. AUDITOR shall have no authority, expressed or implied, to  
8 act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.
- 9 6. COUNTY may terminate this agreement should AUDITOR fail in any material  
10 way to perform the covenants herein contained at the time and in the  
11 manner provided. In the event of such termination, COUNTY shall be  
12 relieved of payments of any consideration for any work not already  
13 completed and COUNTY may proceed with the work in any manner deemed  
14 appropriate by COUNTY. The cost to COUNTY shall be deducted from any sum  
15 due AUDITOR under this contract and the balance, if any, shall be paid to  
16 AUDITOR upon demand.
- 17 7. Time is of the essence of this agreement.
- 18 8. No alteration or variance of the terms of this contract shall be valid  
19 unless made in writing and signed by the parties hereto and no oral  
20 understanding not incorporated herein shall be binding on any of the  
21 parties hereto.
- 22 9. The consideration to be paid AUDITOR, as provided herein, shall be in  
23 compensation for all of AUDITOR's expenses incurred in the performance of  
24 this contract, including travel and per diem.
- 25 10. AUDITOR shall indemnify, defend and hold harmless COUNTY, its officers,  
26 agents, and employees from and against any and all claims, demands,

1 losses, damages, liabilities, costs and expenses of whatever nature,  
2 including court costs and attorneys fees accruing or resulting to any  
3 person, firm or corporation who may be injured or damaged by AUDITOR in  
4 the performance of this contract.

5 11. AUDITOR agrees to perform the following services:

- 6 A. A careful and complete audit of the B-78, B-79, and B-80 Yolo County  
7 Community Development Block Grants through September 1, 1981, in  
8 accordance with the latest guidelines as set forth in "Audit Guide  
9 And Standards For Community Development Block Grant Recipients", as  
10 published by the United States Department of Housing and Urban  
11 Development.
- 12 B. AUDITOR shall use only qualified and experienced personnel in  
13 conducting the audit.
- 14 C. AUDITOR shall furnish to COUNTY and to the United States Department  
15 of Housing and Urban Development a completed audit report, together  
16 with as many copies as are demanded at that time by COUNTY, no later  
17 than the deadline provided in this contract.

18 12. Upon completion of the audit report, and acceptance thereof by COUNTY and  
19 by the United States Department of Housing and Urban Development, COUNTY  
20 shall pay to AUDITOR a sum not to exceed \$2,985, computed as set forth  
21 below. AUDITOR shall submit to COUNTY an invoice detailing the number of  
22 hours spent by each partner or employee of AUDITOR in the performance of  
23 this contract. AUDITOR shall be compensated on an hourly basis for the  
24 services of its partners and employees as set forth below:

25 // // // //

26 // // // //

|   |                    |         |
|---|--------------------|---------|
| 1 | Partners           | \$50.00 |
| 2 | Managers           | \$40.00 |
| 3 | Senior Accountants | \$32.00 |
| 4 | Staff Accountants  | \$26.00 |
| 5 | Clericals          | \$13.00 |

6 It is expressly understood that in the event AUDITOR or the United States  
7 Department of Housing and Urban Development encounters any circumstances  
8 in the conduct of the audit or irregularities or unforeseen conditions  
9 which warrant a more detailed investigation or audit not within the scope  
10 of this contract, this contract may be amended by COUNTY to provide for a  
11 more detailed audit and for additional compensation to be paid to  
12 AUDITOR. In the event such circumstances are encountered, AUDITOR shall  
13 immediately report those circumstances to COUNTY and shall request that  
14 COUNTY approve a more detailed investigation or audit.

15 13. The term of this agreement shall be 60 days. This contract shall  
16 begin August 31, 1981 and terminate October 31, 1981. Unless  
17 extended in writing by COUNTY, AUDITOR shall have completed all  
18 applicable work called for in this contract by October 31, 1981.

19 IN WITNESS WHEREOF, the parties hereto have caused this instrument to be  
20 duly executed by their authorized representatives this 11th day of  
21 August, 1981.

22 PETE E. LUCAS  
23 Clerk of the Board  
24 of Supervisors

25 BY Arion M. Catoane  
26 DEPUTY  
(SEAL)

COUNTY OF YOLO, a political subdivision  
of the State of California

BY Robert M. Basler  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

BARTIG, BASLER & RAY

BY Wayne Crowder  
Partner

## STANDARD AGREEMENT —

STATE OF CALIFORNIA  
STD. 2 (REV. 11/75)APPROVED BY THE  
ATTORNEY GENERAL

BK

☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. S.  
☐ CONTROLLER  
☐  
☐  
☐

THIS AGREEMENT, made and entered into this 1st day of July, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

|                                                                          |                                                |                        |
|--------------------------------------------------------------------------|------------------------------------------------|------------------------|
| TITLE OF OFFICER ACTING FOR STATE<br><b>Chief, Staff Services Branch</b> | AGENCY<br><b>Department of Social Services</b> | NUMBER<br><b>11090</b> |
| hereafter called the State, and<br><b>County of Yolo</b>                 |                                                |                        |
| hereafter called the Contractor.                                         |                                                |                        |

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:  
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The Department of Social Services, hereinafter referred to as DSS, and the County of Yolo, hereinafter referred to as County, enter into this Agreement pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the County as the entity responsible for performing licensing functions for DSS with respect to Family Day Care facilities which are located within the geographical area of the County.

- I. The County shall perform the licensing functions for Family Day Care as described in Chapter 3.6 of the Health and Safety Code and Chapter 8 of the California Administrative Code, Title XXII.
- II. DSS shall reimburse the County quarterly, in arrears, a prorated share of the allocation.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

|                                                                |                                                                                                                                    |            |  |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------|--|
| STATE OF CALIFORNIA                                            |                                                                                                                                    | CONTRACTOR |  |
| AGENCY<br><b>Department of Social Services</b>                 | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)<br><b>County of Yolo Agreement 81-173</b> |            |  |
| BY (AUTHORIZED SIGNATURE)<br>▶                                 | BY (AUTHORIZED SIGNATURE)<br>▶ <i>Robert M. Blank</i> see reverse side                                                             |            |  |
| TITLE<br><b>Chairman, Board of Supervisors</b>                 | TITLE<br><b>Chairman, Board of Supervisors</b>                                                                                     |            |  |
| ADDRESS<br><b>725 Court Street, Woodland, California 95695</b> | ADDRESS<br><b>725 Court Street, Woodland, California 95695</b>                                                                     |            |  |

(CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services  
Use ONLY

|                                                                                                                                                                                                        |                     |         |            |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------|-------------|
| AMOUNT ENCUMBERED<br><b>\$42,314.00</b>                                                                                                                                                                | APPROPRIATION       |         | FUND       |             |
| UNENCUMBERED BALANCE                                                                                                                                                                                   | ITEM                | CHAPTER | STATUTES   | FISCAL YEAR |
| \$                                                                                                                                                                                                     | FUNCTION            |         |            |             |
| ADJ. INCREASING ENCUMBRANCE                                                                                                                                                                            | LINE ITEM ALLOTMENT |         |            |             |
| \$                                                                                                                                                                                                     |                     |         |            |             |
| ADJ. DECREASING ENCUMBRANCE                                                                                                                                                                            |                     |         |            |             |
| \$                                                                                                                                                                                                     |                     |         |            |             |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.                                                          |                     |         | T.B.A. NO. | B.R. NO.    |
| SIGNATURE OF ACCOUNTING OFFICER<br>▶                                                                                                                                                                   |                     |         | DATE       |             |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance. |                     |         |            |             |
| SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF THE AGENCY<br>▶                                                                                                                                             |                     |         | DATE       |             |

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

CO-412, S-



- III. The term of this Agreement is from July 1, 1981 through June 30, 1982.
- IV. Either party may terminate the Contract with 90 days written notice of intent to the other.
- V. The maximum amount of this Agreement shall not exceed \$42,314.00.

fk1201  
CO34:12-13

☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. SER.  
☐ CONTROLLER  
☐  
☐

(Amend. #1)

A4423-1-79

4423-1

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS,  
BY: [Signature]  
DEPUTY.

EXEMPT FROM DEPARTMENT  
OF GENERAL SERVICES AP-  
PROVAL PURSUANT TO SEC-  
TION 1203 OF THE STATE  
ADMINISTRATIVE MANUAL

DATE \_\_\_\_\_

10-2-81

1000

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

00JP  
CONTROL CENTER  
SEP 11 12 PM '81

FUNDA EXTENSION I

1. Grantee: Office of Criminal Justice Planning  
State of California

2. Subgrantee: COUNTY OF YOLO

3. Project Title:

RESPIRE CARE CENTER FOR BATTERED WOMEN

4. LEAA Number\*:

OCJP Number: A4423-1-79  
(SPA)

5. Type of Funds (e.g. Part B, C or E block, JJDP, Part C or E Discretionary):

6. Date of Award: OCJP Grant\* \_\_\_\_\_ Subgrant \_\_\_\_\_  
(SPA)

7. Original Grant Period June 1, 1980 to August 31, 1981

Previous Extensions Granted n/a to \_\_\_\_\_

Granted by OCJP or LEAA OCJP  
(SPA)

Current Grant Period June 1, 1980 to August 31, 1981

Total Number of Months of Grant 15  
(including previous extensions)

8. Type of Adjustment Requested:

9. Requested date of extension August 31, 1981 to September 30, 1981  
(if applicable)

Total Grant period, in months : 16 mos., including requested extension

10. Total Funds Awarded: Federal - 57,855  
Matching - 3,214

11. Funds in Question:\*\* Federal - 12,000  
Matching - 3,214

\* To be filled by OCJP staff.

\*\* i.e., the amount of funds affected by the extension request.

12. Funds have been obligated by the grantee/subgrantee within the grant period? (For expenditure extension requests) n/a

\_\_\_\_\_ Yes - \_\_\_\_\_ No

13. Will there be continuation funding and, if so, when will it begin?

The Center has been awarded a \$60,000 U. S. Dept. of Human and Health Services, Child Abuse and Neglect demonstration Grant starting October 1, 1981.

14. Narrative explaining justification\*\*\*:

The program spent under budget due to careful planning, off setting many expenses with on-going community donations. A effort was made and accomplished to conserve spending so that the 1st year of this 3 year grant could be extended for a longer period of program operation in lieu of federal butbacks in L.E.A.A. and eminent termination of a 3year grant after only 1 year.

\*\*\*Explanation regarding need for expenditure extensions can be as simple as "delay of equipment delivery by vendor"; however, as a rule, the more complex the grant and request (and the greater the amount of funds involved), the more detailed the narrative explaining the justification.

15. Statement as to the impact if the extension is denied:

If the extension is denied, it will mean immediate closure of the program or drastic reduction in services rendered.

16. Recommendation:

Extension of funds until all funds expended.

# # # # #

---

OCJP Review  
(SPA)

## GRANT AWARD MODIFICATION

CCJP-223 (9/74)

|                                                              |  |                       |                         |                                                                                                                                        |  |
|--------------------------------------------------------------|--|-----------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--|
| COUNTY<br>County of Yolo                                     |  | PROJECT NO.<br>A4423  | AWARD NO.<br>A4423-1-79 | TYPE(S) OF MODIFICATION<br><input type="checkbox"/> AMENDMENTS TO AWARD <input checked="" type="checkbox"/> EXT. OF LIQUIDATION PERIOD |  |
| PROJECT TITLE<br>Respite Care Center for Battered Women      |  | MODIFICATION NO.<br>2 | PL. AMEND. NO.<br>2     | <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> EQUIPMENT                                                                |  |
| EXISTING GRANT DATES<br>FROM June 1, 1980 TO August 31, 1981 |  | REG/STATE AGENCY<br>D | REPORTS-INITIAL         | <input type="checkbox"/> BUDGET REVISION <input type="checkbox"/> OTHER                                                                |  |

| BUDGET CATEGORY        | CURRENT ALLOCATION |             |        | PROPOSED CHANGE |             |        | REVISED ALLOCATION |             |        |
|------------------------|--------------------|-------------|--------|-----------------|-------------|--------|--------------------|-------------|--------|
|                        | GRANT FUNDS        | MATCH FUNDS |        | GRANT FUNDS     | MATCH FUNDS |        | GRANT FUNDS        | MATCH FUNDS |        |
|                        |                    | STATE       | *LOCAL |                 | STATE       | *LOCAL |                    | STATE       | *LOCAL |
| A. PERSONAL SERVICES   | 45,624             |             |        |                 |             |        |                    |             |        |
| B. EMPLOYEE BENEFITS   | 4,137              |             |        |                 |             |        |                    |             |        |
| C. TRAVEL              | 2,394              |             |        |                 |             |        |                    |             |        |
| D. CONSULTING SERVICES |                    |             |        |                 |             |        |                    |             |        |
| E. CONSTRUCTION        |                    |             |        |                 |             |        |                    |             |        |
| F. OPERATING EXPENSES  | 11,157             |             |        |                 |             |        |                    |             |        |
| G. EQUIPMENT           | 1,101              |             |        |                 |             |        |                    |             |        |
| TOTALS                 | 64,283             |             |        |                 |             |        |                    |             |        |

\* INDICATES C = CASH MATCH AND/OR S = SOFT MATCH

JUSTIFICATION OF MODIFICATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

SEE ATTACHED JUSTIFICATION

A. V. Wessley, Auditor-Controller

|                                                                                               |                 |                                                     |                 |                        |      |
|-----------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------|-----------------|------------------------|------|
| PROJECT FINANCIAL OFFICER SIGNATURE<br>A. V. Wessley                                          | DATE<br>8/11/81 | PROJECT DIRECTOR SIGNATURE<br>F. G. GAVUS           | DATE<br>8/11/81 | CCJP USE ONLY          | DATE |
| REGIONAL<br><input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> APPROVAL |                 | REGIONAL PLANNING DIRECTOR SIGNATURE<br>J. G. GAVUS | DATE<br>8-12-81 | CCJP ANALYSIS COMPLETE |      |
| CCJP USE ONLY                                                                                 |                 |                                                     |                 | FORWARDED TO LEA       |      |
| PROGRAM<br><input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL             |                 | REGIONAL SUPPORT                                    | DATE            | RECEIVED FROM LEA      |      |
| FISCAL<br><input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> APPROVAL   |                 | GRANTS MANAGEMENT                                   | DATE            | APPROVED BY LEA        |      |



NOV 24 1981 REC'D

☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. SER.  
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 3 day of Oct, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
and acting

AGREEMENT NO 81-175

|                                   |                                     |              |
|-----------------------------------|-------------------------------------|--------------|
| TITLE OF OFFICER ACTING FOR STATE | AGENCY                              | CONTRACT NO. |
| EXECUTIVE DIRECTOR                | OFFICE OF CRIMINAL JUSTICE PLANNING | A4423-1-79   |
| hereafter called the State, and   |                                     | COPIES NO    |
| COUNTY OF YOLO                    |                                     | 4423-1       |
| hereafter called the Contractor.  |                                     |              |

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the  
State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:  
Such services to be rendered by Contractor, amounts to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

GRANT AWARD A4423-1-79 BETWEEN THE PARTIES HERETO IS HEREBY AMENDED  
TO CHANGE THE EXPIRATION DATE OF THE PROJECT FROM September 30, 1981  
TO January 31, 1982 ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN AS  
PREVIOUSLY AGREED UPON.

FILED

NOV 24 1981

PETE LUCAS, CLERK OF THE  
BOARD OF SUPERVISORS  
BY Amalia Garcia  
DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

BY  
OFFICE OF CRIMINAL JUSTICE PLANNING  
AUTHORIZED SIGNATURE  
EXECUTIVE DIRECTOR  
INTENDED ON SHEETS, EACH BEARING NAME OF CONTRACTOR

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION,  
PARTNERSHIP, ETC.)  
COUNTY OF YOLO Agreement No. 81-175  
BY (AUTHORIZED SIGNATURE)  
TITLE Robert N. Black  
Chairman, Board of Supervisors  
ADDRESS  
P.O. Box 1098, Woodland, CA 95695

Do Not Write In This Space

| AMOUNT OF THIS ESTIMATE                                                                                                                                                                                      | APPROPRIATION       | FUND        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|
| \$ No additional funds required                                                                                                                                                                              |                     |             |
| UNENCUMBERED BALANCE                                                                                                                                                                                         | ITEM                | CHAPTER     |
| 5                                                                                                                                                                                                            |                     |             |
| ADJ. INCREASING ENCUM-<br>BRANCE                                                                                                                                                                             | FUNCTION            | STATUTES    |
| 5                                                                                                                                                                                                            |                     |             |
| ADJ. DECREASING ENCUM-<br>BRANCE                                                                                                                                                                             | LINE ITEM ALLOTMENT | FISCAL YEAR |
| 5                                                                                                                                                                                                            |                     |             |
| I hereby certify upon my own personal knowledge that budgeted funds<br>are available for the period and purpose of the expenditure stated above.                                                             |                     | T.S.A. NO.  |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                                                                                              |                     | S.R. NO.    |
| DATE                                                                                                                                                                                                         |                     |             |
| OCT 15 1981                                                                                                                                                                                                  |                     |             |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.12<br>have been complied with and this document is exempt from review by the Department of Finance. |                     |             |
| SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY                                                                                                                                                         |                     | DATE        |
| Douglas R. Cunningham                                                                                                                                                                                        |                     | 10-23-81    |

EXEMPT FROM DEPARTMENT  
OF GENERAL SERVICES AP-  
PROVAL PURSUANT TO SEC-  
TION 1206 OF THE STATE  
ADMINISTRATIVE MANUAL.

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

OCJP  
CONTROL CENTER  
SEP 23 4 53 PM '01

## GRANT AWARD MODIFICATION

OCJP-223 (5/74)

|                                                                          |  |                              |                         |                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------|--|------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBGRANTEE<br><u>County of Yolo</u>                                      |  | PROJECT NO.<br><u>201</u>    | AWARD NO.<br><u>1-7</u> | TYPE(S) OF MODIFICATION<br><input type="checkbox"/> AMENDMENTS TO AWARD<br><input type="checkbox"/> EXT. OF LIQUIDATION PERIOD<br><input type="checkbox"/> SOLE SOURCE<br><input type="checkbox"/> EQUIPMENT<br><input type="checkbox"/> BUDGET REVISION<br><input type="checkbox"/> OTHER _____ |
| PROJECT TITLE<br><u>Complete Care Center for Battered Women</u>          |  | MODIFICATION NO.<br><u>2</u> | PL. AMEND. NO.          |                                                                                                                                                                                                                                                                                                  |
| EXISTING GRANT DATES<br>FROM <u>June 1, 1991</u> TO <u>Sept 30, 1991</u> |  | REG/STATE AGENCY<br><u>D</u> | 201 - INITIAL           | REPORTS - INITIAL                                                                                                                                                                                                                                                                                |

| BUDGET CATEGORY        | CURRENT ALLOCATION |             |        |             | PROPOSED CHANGE |        |             | REVISED ALLOCATION |        |  |
|------------------------|--------------------|-------------|--------|-------------|-----------------|--------|-------------|--------------------|--------|--|
|                        | GRANT FUNDS        | MATCH FUNDS |        | GRANT FUNDS | MATCH FUNDS     |        | GRANT FUNDS | MATCH FUNDS        |        |  |
|                        |                    | STATE       | *LOCAL |             | STATE           | *LOCAL |             | STATE              | *LOCAL |  |
| A. PERSONAL SERVICES   | 45,624             |             |        | 131         |                 |        | 51,7        |                    |        |  |
| B. EMPLOYEE BENEFITS   | 4,007              |             |        | (2,178)     |                 |        | 1,829       |                    |        |  |
| C. TRAVEL              | 2,391              |             |        | ( 704)      |                 |        | 1,687       |                    |        |  |
| D. CONSULTING SERVICES |                    |             |        |             |                 |        |             |                    |        |  |
| E. CONSTRUCTION        |                    |             |        |             |                 |        |             |                    |        |  |
| F. OPERATING EXPENSES  | 11,157             |             |        | (3,017)     |                 |        | 8,140       |                    |        |  |
| G. EQUIPMENT           | 1,110              |             |        | ( 152)      |                 |        | 958         |                    |        |  |
| TOTALS                 | 64,282             |             |        | -1          |                 |        | 64,2        |                    |        |  |

\* INDICATE: C = CASH MATCH AND/OR S = SOFT MATCH

\* INDICATE: C = CASH MATCH AND/OR S = SOFT MATCH

SEE ATTACHED JUSTIFICATION

|                                     |                                                                        |                                      |      |                        |      |
|-------------------------------------|------------------------------------------------------------------------|--------------------------------------|------|------------------------|------|
| PROJECT FINANCIAL OFFICER SIGNATURE | DATE                                                                   | PROJECT DIRECTOR SIGNATURE           | DATE | OCJP USE ONLY          | DATE |
|                                     | 11/1/91                                                                |                                      |      | OCJP ANALYSIS COMPLETE |      |
| REGIONAL                            | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL | REGIONAL PLANNING DIRECTOR SIGNATURE | DATE | FORWARDED TO LEAA      |      |
| OCJP USE ONLY                       |                                                                        |                                      |      | RECEIVED FROM LEAA     |      |
| PROGRAM                             | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL | REGIONAL SUPPORT                     | DATE | APPROVED BY LEAA       |      |
| FISCAL                              | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL | GRANTS MANAGEMENT                    | DATE |                        |      |

FUNDS EXTENSION II

1. Grantee: Office of Criminal Justice Planning  
State of California

2. Subgrantee: COUNTY OF YOLO

3. Project Title:

RESPIRE CARE CENTER FOR BATTERED WOMEN

4. LEAA Number\*:

OCJP Number: A4423-1-79  
(SPA)

5. Type of Funds (e.g. Part B, C or E block, JJDP, Part C or E Discretionary):

6. Date of Award: OCJP Grant\* \_\_\_\_\_ Subgrant \_\_\_\_\_  
(SPA)

7. Original Grant Period June 1, 1980 to August 31, 1981

Previous Extensions Granted August 31, 1981 to September 30, 1981

Granted by OCJP or LEAA OCJP  
(SPA)

Current Grant Period June 1, 1980 to September 30, 1981

Total Number of Months of Grant 15  
(including previous extensions)

8. Type of Adjustment Requested:

9. Requested date of extension September 30, 1981 to January 31, 1982  
(if applicable)

Total Grant period, in months : 23 mos., including requested extension

10. Total Funds Awarded: Federal - 57,855  
Matching - 3,214

11. Funds in Question:\*\* Federal - 12,000  
Matching - 3,214

\* To be filled by OCJP staff.

\*\* i.e., the amount of funds affected by the extension request.

12. Funds have been obligated by the grantee/subgrantee within the grant period? (For expenditure extension requests) n/a

\_\_\_\_\_ Yes \_\_\_\_\_ No

13. Will there be continuation funding and, if so, when will it begin?

The Center has been awarded a \$60,000 U. S. Dept. of Human and Health Services, Child Abuse and Neglect demonstration Grant starting October 1, 1981.

14. Narrative explaining justification\*\*\*:

The program spent under budget due to careful planning, off setting many expenses with on-going community donations. A effort was made and accomplished to conserve spending so that the 1st year of this 3 year grant could be extended for a longer period of program operation in lieu of federal butbacks in L.E.A.A. and eminent termination of a 3year grant after only 1 year.

\*\*\*Explanation regarding need for expenditure extensions can be as simple as "delay of equipment delivery by vendor"; however, as a rule, the more complex the grant and request, (and the greater the amount of funds involved), the more detailed the narrative explaining the justification.

15. Statement as to the impact if the extension is denied:

If the extension is denied, it will mean immediate closure of the program or drastic reduction in services rendered.

16. Recommendation:

Extension of funds until all funds expended.

#####

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OCJP Review  
(SPA)

## GRANT AWARD MODIFICATION

OCJP-223 (5/74)

|                                                                 |  |                                   |                         |                                                                                                                                        |  |
|-----------------------------------------------------------------|--|-----------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--|
| SUBGRANTEE<br>County of Yolo                                    |  | PROJECT NO.<br>A4423              | AWARD NO.<br>A4423-1-79 | TYPE(S) OF MODIFICATION<br><input type="checkbox"/> AMENDMENTS TO AWARD <input checked="" type="checkbox"/> EXT. OF LIQUIDATION PERIOD |  |
| PROJECT TITLE<br>Respite Care Center for Battered Women         |  | MODIFICATION NO.<br>3             | PL. AMEND. NO.          | <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> EQUIPMENT                                                                |  |
| EXISTING GRANT DATES<br>FROM June 1, 1980 TO September 30, 1981 |  | REG/STATE AGENCY<br>201 - INITIAL | REPORTS-INITIAL         | <input checked="" type="checkbox"/> BUDGET REVISION <input type="checkbox"/> OTHER                                                     |  |

| BUDGET<br>CATEGORY     | CURRENT ALLOCATION |             |        |                | PROPOSED CHANGE |        |                | REVISED ALLOCATION |        |  |
|------------------------|--------------------|-------------|--------|----------------|-----------------|--------|----------------|--------------------|--------|--|
|                        | GRANT<br>FUNDS     | MATCH FUNDS |        | GRANT<br>FUNDS | MATCH FUNDS     |        | GRANT<br>FUNDS | MATCH FUNDS        |        |  |
|                        |                    | STATE       | *LOCAL |                | STATE           | *LOCAL |                | STATE              | *LOCAL |  |
| A. PERSONAL SERVICES   | 45,624             |             |        | 6,131          |                 |        | 51,755         |                    |        |  |
| B. EMPLOYEE BENEFITS   | 4,007              |             |        | -(2,178)       |                 |        | 1,829          |                    |        |  |
| C. TRAVEL              | 2,394              |             |        | -( 784)        |                 |        | 1,610          |                    |        |  |
| D. CONSULTING SERVICES |                    |             |        |                |                 |        |                |                    |        |  |
| E. CONSTRUCTION        |                    |             |        |                |                 |        |                |                    |        |  |
| F. OPERATING EXPENSES  | 11,157             |             |        | -(3,017)       |                 |        | 8,140          |                    |        |  |
| G. EQUIPMENT           | 1,101              |             |        | -( 152)        |                 |        | 949            |                    |        |  |
| TOTALS                 | 64,283             |             |        | -0-            |                 |        | 64,283         |                    |        |  |

\* INDICATED: C = CASH MATCH AND/OR S = SOFT MATCH

IFICATION OF MODIFICATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

SEE ATTACHED JUSTIFICATION

|                                     |  |                                                                        |                                                           |  |      |                        |  |      |
|-------------------------------------|--|------------------------------------------------------------------------|-----------------------------------------------------------|--|------|------------------------|--|------|
| PROJECT FINANCIAL OFFICER SIGNATURE |  | DATE                                                                   | PROJECT DIRECTOR SIGNATURE <i>Pamela Graves</i>           |  | DATE | OCJP USE ONLY          |  | DATE |
| REGIONAL                            |  | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL | REGIONAL PLANNING DIRECTOR SIGNATURE <i>Anita C. Raus</i> |  | DATE | OCJP ANALYSIS COMPLETE |  |      |
| PROGRAM                             |  | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL | REGIONAL SUPPORT                                          |  | DATE | FORWARDED TO LEAA      |  |      |
| FISCAL                              |  | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> APPROVAL | GRANTS MANAGEMENT                                         |  | DATE | RECEIVED FROM LEAA     |  |      |
|                                     |  |                                                                        |                                                           |  |      | APPROVED BY LEAA       |  |      |



# GRANT AWARDS MODIFICATION BUDGET REVISION

- Personal Services: The same salaries can be carried on longer with the revised budget.
- Employee Benefits: Health insurance was not expended as written in budget which leaves an excess.
- Travel and Mileage: Again these funds were written higher than needed due to close proximity of shelter to health facilities, welfare and other services.
- Operating Expenses: Due to continued community support, the operating expenses have been kept at a minimum. The County has provided the building, which saves the rent, and most of the utilities. Therefore less was needed in operating expenses.
- Equipment: In the equipment written in the budget, due to again careful shopping, the typewriter did not cost as much as budgeted, nor the calculator. Therefore, we have a small excess in this category.

FILED

AUG 20 1981

PETE E. LUCAS

APPROVED AS TO FORM

By Pete E. Lucas Deputy

By Ray D. Roth Clerk

AGREEMENT NO. 81-176

(Agreement for Information and Referral Services for older Americans)

THIS AGREEMENT, executed this 18th day of August, 1981,

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF WOODLAND - WOODLAND SENIOR CENTER, 504 SECOND STREET, WOODLAND, CA.

W I T N E S S E T H:

RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), by the Planning Council, Area 4 Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with existing non-profit or city agency which now provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation or city agency which now does provide services to older Americans in Yolo County and that it is able to provide the services which is the subject of this agreement.

AGREEMENTS:

1. The Woodland Senior Center agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

CITY OF WOODLAND

1           2. TERM: The term of this agreement shall be for no longer than one  
2 year beginning July 1, 1981 and ending June 30, 1982.

3           3. SERVICES PROVIDED: AGENCY agrees to perform the services specified  
4 in grant and contract for COUNTY, in accordance with the terms of this agree-  
5 ment, which is attached as Exhibit D and incorporated herein by this reference  
6 between COUNTY and in accordance.

7           4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees

8           a) Payments made pursuant to this agreement are to be expended for  
9 purposes set forth herein in contract and grant and for no other purpose, and  
10 in strict compliance with all applicable laws, regulations, policies and pro-  
11 cedures of the COUNTY, State of California, and the Administration on Aging  
12 of the United States Department of Health, Education and Welfare.

13           b) AGENCY agrees to execute and abide by the assurance of compliance  
14 with the Civil Rights Act of 1964 (Exhibit A) attached hereto and incorporated  
15 herein by this reference.

16           c) AGENCY agrees that payments by COUNTY may be terminated at any  
17 time for violations of any terms, conditions, or requirements of this agree-  
18 ment. If AGENCY fails to meet Performance Standards as determined by Agency  
19 on Aging, COUNTY has right to terminate.

20           d) AGENCY further agrees to comply with all Federal, State and  
21 local laws and regulations relevant to the operation conducted by AGENCY and  
22 to keep in effect any and all Federal, State or local licenses, permits,  
23 notices and certificates that are required for the operation of AGENCY.

24           e) AGENCY agrees to comply with all applicable laws relating to  
25 wages, hours of employment and occupational safety.

26           f) If AGENCY acquires assets with any Federal funds, AGENCY agrees  
27 to comply with all applicable Federal laws, rules and procedures relating to  
28 the acquisition, retention and disposition of said assets.

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1 AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and  
2 any other expenses incurred by AGENCY in providing services pursuant to this  
3 agreement, and shall assume any and all responsibility for loss or damage  
4 resulting from the performance of this agreement by AGENCY. In the event that  
5 any claim is filed against AGENCY by any person or firm, for any damage arising  
6 out of the performance of this agreement, AGENCY agrees promptly to notify  
7 COUNTY of the fact.

8 d) AGENCY shall provide at its own expense, necessary Workman's  
9 Compensation Insurance coverage, and shall inform COUNTY of its Workman's  
10 Compensation Insurance Carrier.

11 6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be, construed to be  
12 an independent contractor of COUNTY, and not an agent of COUNTY. No officer,  
13 employee, agent or contractor of AGENCY is, nor shall they be construed to be,  
14 an officer, agent or employee of COUNTY, of the Area 4 Agency on Aging, of the  
15 Federal Government, or the State of California, for any purpose.

16 7. REQUIRED RECORDS: AGENCY agrees

17 a) To provide monthly reports to COUNTY not later than the last  
18 working day of the month, with regard to AGENCY'S activities. Said report  
19 shall contain the information required to be provided by COUNTY to the Area 4  
20 Agency on Aging, pursuant to COUNTY'S agreement No. 81-110, which is incorpora-  
21 ted herein by reference.

22 b) AGENCY agrees to place all money received from COUNTY in a  
23 separate account, and not to commingle said funds with funds received from any  
24 other source or pursuant to any other agreement, and to expend the same solely  
25 for the purpose set forth in this agreement.

26 c) AGENCY shall keep sufficiently detailed records bearing upon  
27 service operations performed by AGENCY to allow COUNTY, or other authorized  
28 personnel to determine compliance by AGENCY with all applicable laws and regu-  
lations. Said records shall be

1 maintained for no less than three (3) years from the termination of this  
2 agreement. COUNTY, representatives from the Area 4 Agency on Aging, or other  
3 representatives or auditors of the U. S. Department of Health, Education and  
4 Welfare, shall be granted access to such records upon request.

5 d) AGENCY furthermore shall submit monthly reports detailing any in  
6 kind contribution received by AGENCY for its Information & Referral Program  
7 component; said records shall be submitted monthly to COUNTY, and shall be  
8 sufficiently detailed to enable COUNTY to ascertain compliance with all  
9 conditions set forth herein, and the budget submitted by AGENCY and attached  
10 hereto as Exhibit C and incorporated herein by this reference.

11 e) AGENCY will, within thirty (30) days from the close of the project  
12 year, provide COUNTY with an audit pursuant to guidelines established by Area  
13 4 Agency on Aging. The audit to be performed by an independent auditor as  
14 selected by AGENCY or by the office of the Auditor-Controller of YOLO COUNTY.  
15 The General Accounting Office of the State of California, and COUNTY'S  
16 auditor, upon request, shall have access to all such records for purposes of  
17 audit or review. Authorized representatives of COUNTY, Area 4 Agency on  
18 Aging, the California State Office on Aging, and the U. S. Department of Health,  
19 Education and Welfare shall have the right to conduct on site administrative  
20 reviews of the service operation provided by AGENCY and all records relevant  
21 to this agreement.

22 8. PAYMENTS: Upon submission of the aforesaid written report in  
23 Paragraph 7. a. and its county-signature indicating approval by the Program  
24 Supervisor, COUNTY shall pay to AGENCY funds earned to date. Payment based  
25 on reimbursement of actual expenditure of AGENCY. In no event shall the funds  
26 paid by COUNTY to AGENCY exceed the sum of \$8,287.00 which are the maximum  
27 total funds available under this agreement. In no event will any claim by  
28 AGENCY against COUNTY be paid for expenses incurred after June 30, 1982.

9. DISPOSITION OF CAPITAL ASSETS: No capital assets will be purchased  
through these contract funds.

1           10. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall  
2 be comparable to the prevailing salaries for similar work in the location of  
3 the service. AGENCY further agrees that funds granted through this agreement  
4 will be used for program expansion and not used to replace or supplant  
5 existent funding.

6           11. AGENCY agrees to maintain a management office and headquarters for  
7 the operations of AGENCY'S services at the address stated above as the address  
8 of AGENCY.

9           12. There shall be one full time person at the AGENCY site clearly  
10 designated as Information & Referral staff.

11           13. TERMINATION:

12           a) COUNTY may terminate this agreement should CONTRACTOR fail in any  
13 material way to perform the covenants herein contained at the time and in the  
14 manner provided. In the event of such termination, COUNTY shall be relieved of  
15 payment of any consideration for any work not already completed and COUNTY may  
16 proceed with the work in any manner deemed appropriate by COUNTY. The cost to  
17 COUNTY shall be deducted from any sum due CONTRACTOR under this contract, and  
18 the balance, if any, shall be paid to CONTRACTOR upon demand. Each of the  
19 listed provisions of the agreement is, and shall be construed to be, both an  
20 independent covenant, and a condition, breach of any of which giving the  
21 COUNTY the right to terminate this agreement upon two weeks written notice.

22           b) Either party may terminate this agreement at any time by giving  
23 the other party two weeks notice of said termination.

24           14. ASSIGNABILITY: Neither the whole nor any part of this agreement of  
25 the parties hereto, and shall supersede any other agreement, written or oral,  
26 prior to or contemporaneous with the execution of this agreement. No alternation  
27 modification, or  
28 .



1 deletion of this agreement shall be effective unless written and executed by  
2 the parties hereto or their successors in office.

3 16. AGENCY agrees that it understands that conditions of the agreements  
4 between the Area 4 Agency on Aging and the California State Office of Aging,  
5 for Fiscal Year 1981/82 and further agrees that all conditions contained in  
6 the aforesaid contract are applicable to this agreement.

7 17. It shall be a continuing responsibility of the COUNTY to determine  
8 how stated program goals are being met; to review fiscal and service data  
9 relating to the performance by AGENCY of this agreement; and to make specific  
10 recommendations to AGENCY staff flowing from monitoring visits. Such reviews  
11 shall take place no less than monthly and with clear understanding as to the  
12 time and purpose of such monitoring visits.

13 18. It is hereby mutually agreed and AGENCY hereby expressly acknowledges  
14 that an express condition precedent to the COUNTY'S duty to pay any funds  
15 pursuant to this agreement is the receipt by COUNTY from Area 4 Agency on  
16 Aging of the proportional share of COUNTY'S grant funds which are designated  
17 for payment to AGENCY. In the event of a reduction in COUNTY'S grant funds,  
18 COUNTY'S obligation to pay shall be reduced in the same amount as the  
19 reduction of said grant funds, and AGENCY'S duty to perform shall be reduced  
20 in a like proportion.

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1 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
2 this 18th day of August, 1981.

3  
4 COUNTY OF YOLO, a political subdivision  
5 of the State of California

6 BY Robert N. Blank  
7 CHAIRMAN OF THE BOARD OF SUPERVISORS  
8 COUNTY OF YOLO

9  
10 CITY OF WOODLAND, a municipal corporation

11 BY Mrs. A. Stenson  
12 PRESIDENT, CHAIRMAN OF THE BOARD OR  
13 COMPARABLE AUTHORIZED OFFICIAL  
14 (CORPORATE SEAL)

15 ATTEST:  
16 PETE E. LUCAS, Clerk of the  
17 Board of Supervisors

18 BY Paula M. Cooper, DEPUTY  
19 (SEAL)

20 Attachments to this agreement:

- 21 Exhibit A - Assurance of Compliance  
22 Exhibit B - Performance Standards for Agency  
23 Exhibit C - Budget for Agency  
24  
25  
26  
27  
28

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS

Paula M. Cooper  
Deputy

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH,  
EDUCATION AND WELFARE REGULATIONS UNDER TITLE IV OF THE  
CIVIL RIGHTS ACT OF 1964

The City of Woodland, (hereinafter called the "Subgrantee")  
(Name of Subgrantee of Secondary Recipient)  
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from the County of Yolo, a recipient of Federal  
(Name of Grantor)

financial assistance from the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

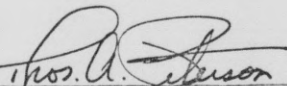
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both

shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED: \_\_\_\_\_

\_\_\_\_\_  
CITY OF WOODLAND  
(Subgrantee)

BY \_\_\_\_\_

  
(President, Chairman of Board, or  
comparable authorized official)

CITY OF WOODLAND

\_\_\_\_\_  
300 First Street

\_\_\_\_\_  
Woodland, CA 95695

\_\_\_\_\_  
(Recipient's mailing address)

TITLE \_\_\_\_\_  
CITY MANAGER

EXHIBIT B

PERFORMANCE STANDARDS FOR SUBGRANTEE

| <u>Performance Criteria<br/>Information &amp; Referral</u>                                | <u>Monthly</u> | <u>Cumulative</u> |
|-------------------------------------------------------------------------------------------|----------------|-------------------|
| 1. Planned number of information transactions with individuals and agencies/organizations | 200            | 2400              |
| 2. Planned number of referral transactions                                                | 10             | 120               |
| 3. Planned number of follow-up transactions                                               | 10             | 120               |

EXHIBIT CBUDGET FOR AGENCY

| <u>Item</u>                             | <u>Amount</u>  |
|-----------------------------------------|----------------|
| I. Personnel: Part-time I&R Coordinator |                |
| Total Salary & Benefits                 | \$8,182        |
| Salary & Benefits                       |                |
| Salary                                  | \$7,575        |
| FICA                                    | 523            |
| Workman's Compensation                  | 35             |
| Unemployment                            | 49             |
|                                         | <u>\$8,182</u> |
| II. Other                               |                |
| Advertisement                           | 55             |
| Supplies, etc.                          | 50             |
|                                         | <u>\$8,287</u> |
| In Kind Services                        | 845            |
|                                         | <u>\$9,132</u> |

ATTACHMENT D

See Agreement 81-110, agreement between Yolo County Department of Social Services and Community Services Planning Council/Area 4 Agency on Aging - Contract 82-604-7 I&R, Transportation Services.



AUG 20 1981

PETE E. LUCAS

By [Signature] AGREEMENT NO. 81-177

(Agreement for Information & Referral Services for Older Americans)

THIS AGREEMENT, executed this 18th day of August, 1981

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the City of Davis, Senior Center, 630 Second Street, Davis, CA.

W I T N E S S E T H:

RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), by the Planning Council, Area 4 Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with existing non-profit or city agency which now provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation or city agency which now does provide services to older Americans in Yolo County and that it is able to provide the services which is the subject of this agreement.

AGREEMENT:

1. City of Davis agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

CITY OF DAVIS

2. TERM: The term of this agreement shall be for no longer than one year beginning July 1, 1981 and ending June 30, 1982.

1           3. SERVICES PROVIDED: AGENCY agrees to perform the services specified  
2 in grant and contract for COUNTY, in accordance with the terms of this agree-  
3 ment, which is attached as Exhibit D and incorporated herein by this reference  
4 between COUNTY and in accordance.

5           4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees

6           a) Payments made pursuant to this agreement are to be expended for  
7 purposes set forth herein in contract and grant and for no other purpose, and  
8 in strict compliance with all applicable laws, regulations, policies and pro-  
9 cedures of the COUNTY, State of California, and the Administration on Aging  
10 of the United States Department of Health, Education and Welfare.

11           b) AGENCY agrees to execute and abide by the assurance of compliance  
12 with the Civil Rights Act of 1964 (Exhibit A) attached hereto and incorporated  
13 herein by this reference.

14           c) AGENCY agrees that payments by COUNTY may be terminated at any  
15 time for violations of any terms, conditions, or requirements of this agree-  
16 ment. If AGENCY fails to meet Performance Standards as determined by Agency  
17 on Aging, COUNTY has right to terminate.

18           d) AGENCY further agrees to comply with all Federal, State and  
19 local laws and regulations relevant to the operation conducted by AGENCY and  
20 to keep in effect any and all Federal, State or local licenses, permits,  
21 notices and certificates that are required for the operation of AGENCY.

22           e) AGENCY agrees to comply with all applicable laws relating to  
23 wages, hours of employment and occupational safety.

24           f) If AGENCY requires assets with any Federal funds, AGENCY agrees  
25 to comply with all applicable Federal laws, rules and procedures relating to  
26 the acquisition, retention and disposition of said assets.

27           5. INSURANCE AND INDEMNITY: AGENCY agrees

28           a) AGENCY shall procure and maintain comprehensive personal injury  
and property damage liability insurance for any damages caused by vehicle used

1 in AGENCY'S service operation, with policy limits of at least \$300,000 for  
2 injury or death of one person in any one accident; \$500,000 for injury or  
3 death of two or more persons in any one accident; and \$100,000 for property  
4 damage in any one accident. Said insurance specifically shall designate  
5 COUNTY as an insured for all purposes.

6 b) AGENCY agrees to provide COUNTY with certificates of insurance  
7 as aforesaid to demonstrate that it has procured with required insurance.  
8 AGENCY hereby represents that the following information accurately identifies  
9 and describes the liability insurance:

10 INSURANCE:

- 11 1. Name of Insurance Carrier: Yolo County Public Agency Risk  
Management Insurance Authority  
12 2. Description of Policy: Comprehensive General Liability  
13 3. Limits of Policy: \$20,000,000  
14 4. Effective dates of Policy: \_\_\_\_\_  
15 5. Name and Address of Agent: \_\_\_\_\_  
16 \_\_\_\_\_

17 Furthermore, AGENCY agrees to provide COUNTY with any necessary  
18 permission required by the Liability Insurance Carrier to enable the insurance  
19 carrier to promptly notify COUNTY directly in the event that such liability  
20 insurance is cancelled, terminated, or modified. -

21 c) INDEMNIFICATION: AGENCY agrees to indemnify, defend and hold  
22 harmless COUNTY, Area 4 Agency on Aging, the State of California, and their  
23 officers, agents and employees from any and all claims or losses resulting  
24 from the performance of this agreement by AGENCY, including both claims for  
25 any personal injury or property damage, and claims for any breach of contract  
26 with AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor  
27 and any other expenses incurred by AGENCY in providing services pursuant to  
28 this agreement, and shall assume any and all responsibility for loss or

1 damage resulting from the performance of this agreement by AGENCY. In the  
2 event that any claim is filed against AGENCY by any person or firm, for any  
3 damage arising out of the performance of this agreement, AGENCY agrees promptly  
4 to notify COUNTY of the fact.

5 d) AGENCY shall provide at its own expense, necessary Workman's  
6 Compensation Insurance coverage, and shall inform COUNTY of its Workman's  
7 Compensation Insurance Carrier.

8 6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be, construed to be  
9 an independent contractor of COUNTY, and not an agent of COUNTY. No officer,  
10 employee, agent or contractor of AGENCY is, nor shall they be construed to be,  
11 an officer, agent or employee of COUNTY, of the Area 4 Agency on Aging, of the  
12 Federal Government, or the State of California, for any purpose.

13 7. REQUIRED RECORDS: AGENCY agrees

14 a) To provide monthly reports to COUNTY not later than the last  
15 working day of the month, with regard to AGENCY'S activities. Said report  
16 shall contain the information required to be provided by COUNTY to the Area 4  
17 Agency on Aging, pursuant to COUNTY'S agreement No. 81-110, which is incorpora-  
18 ted herein by reference.

19 b) AGENCY agrees to place all money received from COUNTY in a  
20 separate account, and not to commingle said funds with funds received from any  
21 other source or pursuant to any other agreement, and to expend the same solely  
22 for the purpose set forth in this agreement.

23 c) AGENCY shall keep sufficiently detailed records bearing upon  
24 service operations performed by AGENCY to allow COUNTY, or other authorized  
25 personnel to determine compliance by AGENCY with all applicable laws and regu-  
26 lations. Said records shall be maintained in the AGENCY project site, or at  
27 the appropriate agency of the State of California. Said records shall be main-  
28 tained for no less than three (3) years from the termination of this agreement.  
COUNTY, representatives from the Area 4 Agency on Aging, or other representatives  
or auditors of the U.S. Department of Health, Education and Welfare, shall be  
be granted access to such records upon request.

1 d) AGENCY furthermore shall submit monthly reports detailing any  
2 in kind contribution received by AGENCY for its Information & Referral Program  
3 component, said records shall be submitted monthly to COUNTY, and shall be  
4 sufficiently detailed to enable COUNTY to ascertain compliance with all  
5 conditions set forth herein, and the budget submitted by AGENCY and attached  
6 hereto as Exhibit C and incorporated herein by this reference.

7 e) AGENCY will, within thirty (30) days from the close of the  
8 project year, provide COUNTY with an audit pursuant to guidelines established  
9 by Area 4 Agency on Aging. The audit to be performed by an independent  
10 auditor as selected by AGENCY or by the Office of the Auditor-Controller of  
11 YOLO COUNTY. The General Accounting Office of the State of California, and  
12 COUNTY'S auditor, upon request shall have access to all such records for  
13 purposes of audit or review. Authorized representatives of COUNTY, Area 4  
14 Agency on Aging, the California State Office of Aging, and the U.S. Department  
15 of Health, Education and Welfare shall have the right to conduct on site  
16 administrative reviews of the service operation provided by AGENCY and all  
17 records relevant to this agreement.

18 8. PAYMENTS: Upon submission of the aforesaid written report in  
19 Paragraph 7. a. and its county-signature indicating approval by the Program  
20 Supervisor, COUNTY shall pay to AGENCY funds earned to date. Payment based  
21 on reimbursement of actual expenditure of AGENCY. "In no event shall the funds  
22 paid by COUNTY to AGENCY exceed the sum of \$8,287 which are the maximum total  
23 funds available under this agreement. In no event will any claim by AGENCY  
24 against COUNTY be paid for expenses incurred after June 30, 1982. COUNTY  
25 shall make the aforesaid payment to AGENCY monthly within 30 days of presen-  
26 tation of valid claim. The final claim must be submitted prior to July 31,  
27 1982.

1           9. DISPOSITION OF CAPITAL ASSETS: No capital assets will be purchased  
2 through these contract funds.

3           10. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall  
4 be comparable to the prevailing salaries for similar work in the location of  
5 the service. AGENCY further agrees that funds granted through this agreement  
6 will be used for program expansion and not used to replace or supplant  
7 existent funding.

8           11. AGENCY agrees to maintain a management office and headquarters for  
9 the operations of AGENCY'S services at the address stated above as the address  
10 of AGENCY.

11           12. There shall be one full time person at the AGENCY site clearly  
12 designated as Information & Referral staff.

13           13. TERMINATION:

14           a) COUNTY may terminate this agreement should CONTRACTOR fail in  
15 any material way to perform the covenants herein contained at the time and  
16 in the manner provided. In the event of such termination, COUNTY shall be  
17 relieved of payment of any consideration for any work not already completed  
18 and COUNTY may proceed with the work in any manner deemed appropriate by  
19 COUNTY. The cost to COUNTY shall be deducted from any sum due CONTRACTOR  
20 under this contract, and the balance, if any, shall be paid to CONTRACTOR  
21 upon demand. Each of the listed provisions of the agreement is, and shall  
22 be construed to be, both an independent covenant, and a condition, breach  
23 of any of which giving the COUNTY the right to terminate this agreement upon  
24 two weeks written notice.

25           b) Either party may terminate this agreement at any time by giving  
26 the other party two weeks notice of said termination.

27           14. ASSIGNABILITY: Neither the whole nor any part of this agreement is  
28 assignable to any person or firm without prior written authorization of COUNTY  
obtained.



1           15. This writing embodies the total agreement of the parties hereto,  
2 and shall supersede any other agreement, written or oral, prior to or con-  
3 temporaneous with the execution of this agreement. No alteration, modification,  
4 or deletion of this agreement shall be effective unless written and executed  
5 by the parties hereto or their successors in office.

6           16. AGENCY agrees that it understands that conditions of the agreements  
7 between the Area 4 Agency on Aging and the California State Office of Aging,  
8 for Fiscal Year 1981/82 and further agrees that all conditions contained in  
9 the aforesaid contract are applicable to this agreement.

10           17. It shall be a continuing responsibility of the COUNTY to determine  
11 how stated program goals are being met; to review fiscal and service data  
12 relating to the performance by AGENCY of this agreement; and to make specific  
13 recommendations to AGENCY staff flowing from monitoring visits. Such reviews  
14 shall take place no less than monthly and with clear understanding as to the  
15 time and purpose of such monitoring visits.

16           18. It is hereby mutually agreed and AGENCY hereby expressly acknowledges  
17 that an express condition precedent to the COUNTY'S duty to pay any funds  
18 pursuant to this agreement is the receipt by COUNTY from Area 4 Agency on Aging  
19 of the proportional share of COUNTY'S grant funds which are designated for  
20 payment to AGENCY. In the event of a reduction in COUNTY'S grant funds,  
21 COUNTY'S obligation to pay shall be reduced in the same amount as the  
22 reduction of said grant funds, and AGENCY'S duty to perform shall be reduced  
23 in a like proportion.

24  
25  
26  
27  
28



1 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
2 this 18th day of August, 1981  
3

4 COUNTY OF YOLO, a political subdivision  
5 of the State of California

6  
7 Robert N. Blank  
8 BY CHAIRMAN OF THE BOARD OF SUPERVISORS  
9 COUNTY OF YOLO

10 The undersigned Deputy Clerk  
11 of the Board of Supervisors  
12 certifies that pursuant to  
13 Section 25103 of the Govern-  
14 ment Code, delivery of this  
15 document has been made to the  
16 Chairman of the Board of Sup-  
17 ervisor.

18 PETE E. LUCAS Clerk  
19 BOARD OF SUPERVISORS  
20 Pete E. Lucas  
21 Deputy

22 CITY OF DAVIS, a municipal corporation  
23 incorporated under the laws of the State  
24 of California

25 BY Howard P. Rice  
26 PRESIDENT, CHAIRMAN OF THE BOARD OR  
27 COMPARABLE AUTHORIZED OFFICIAL  
28 (CORPORATE SEAL)

29 ATTEST:  
30 PETE E. LUCAS, Clerk of the  
31 Board of Supervisors

32 BY Paul M. Cooper DEPUTY  
33 (SEAL)

34 Attachments to this Agreement:

35 Exhibit A - Assurance of Compliance  
36 Exhibit B - Performance Standards for Agency  
37 Exhibit C - Budget for Agency  
38

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH,  
EDUCATION AND WELFARE REGULATIONS UNDER TITLE VI OF THE  
CIVIL RIGHTS ACT OF 1964

The City of Davis, (hereinafter called the "Subgrantee")  
(Name of Subgrantee or Secondary Recipient)

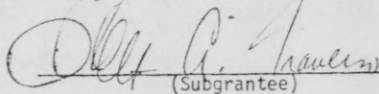
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from County of Yolo, a recipient of Federal financial assistance from  
(Name of Grantor)

the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED: \_\_\_\_\_

  
(Subgrantee)

BY \_\_\_\_\_  
(President, Chairman of Board, or comparable  
authorized official)

\_\_\_\_\_  
(Recipient's mailing address)

TITLE \_\_\_\_\_

PERFORMANCE STANDARDS FOR SUBGRANTEE

| <u>Performance Criteria</u><br><u>Information &amp; Referral</u>                          | <u>Monthly</u> | <u>Cumulative</u> |
|-------------------------------------------------------------------------------------------|----------------|-------------------|
| 1. Planned number of information transactions with individuals and agencies/organizations | 110            | 1320              |
| 2. Planned number of referral transactions                                                | 5              | 60                |
| 3. Planned number of follow-up transactions                                               | 5              | 60                |

EXHIBIT CBUDGET FOR AGENCY

| <u>Item</u>                             | <u>Amount</u> |
|-----------------------------------------|---------------|
| I. Personnel: Part-time I&R Coordinator |               |
| Total Salary & Benefits                 | \$8,182       |
| Salary & Benefits                       |               |
| Salary                                  | \$7,575       |
| FICA                                    | 523           |
| Workman's Compensation                  | 35            |
| Unemployment                            | <u>49</u>     |
|                                         | \$8,182       |
| II. Other                               |               |
| Advertisement                           | 55            |
| Supplies, etc.                          | <u>50</u>     |
|                                         | \$8,287       |
| In Kind Services                        | <u>845</u>    |
|                                         | \$9,132       |

## AGREEMENT BETWEEN

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

As Service Provider  
and

COMMUNITY SERVICES PLANNING COUNCIL/AREA 4 AGENCY ON AGING  
(Hereinafter Referred to as A4AA)  
1820 J Street  
Sacramento, CA 95814

1. Name and principle address of Service Provider (hereinafter referred to as SERVICE PROVIDER):

Yolo County Department of Social Services

P.O. Box 1877, 120 West Main Street, Woodland, CA 95695

2. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act Amendment of 1978.

3. Maximum total funds available for this project: \$ 26,716  
(Title III-B: \$ 26,716 ) (Title III-C1: \$ )  
(Title III-C2: \$ ) (U.S.D.A.: \$ )

4. The term of this AGREEMENT is from July 1, 1981 to June 30, 1982, subject, however to earlier termination as provided herein.

5. No expenditure or obligations may be incurred after June 30, 1982

6. Application # and Program Title: 82-604-7 I&R, Transportation

7. Name of Insurance Carrier: See Attached

Description of Policy: \_\_\_\_\_

Effective Dates of Policy: \_\_\_\_\_

Name and Address of Agent: \_\_\_\_\_

- ## 8. Federal State and Local Laws and Regulations

SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety health and sanitation.

APPROVED BY AREA 4 AGENCY ON AGING:

Date \_\_\_\_\_

6/2/81

FILED

AUG 20 1981  
PETE E. LUCAS

AGREEMENT NO. 81-178

APPROVED AND FORWARDED  
By Ray D. Roth

By Paul B. Cagle (Deputy) Agreement for Information & Referral Services for Older Americans)

THIS AGREEMENT, executed this 18th day of August, 1981

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the UNITED CHRISTIAN CENTERS OF GREATER SACRAMENTO (specifically the Broderick Christian Center).

W I T N E S S E T H:

RECITALS:

1. COUNTY is the recipient of a grant (hereinafter referred to as Grant), by the Planning Council, Area 4 Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service in accordance with grant to the older Americans residing in Yolo County by contractual agreement with existing non-profit or city agency which now provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation or city agency which now does provide services to older Americans in Yolo County and that it is able to provide the services which is the subject of this agreement.

AGREEMENT:

1. UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

The East Yolo area composed of Broderick, Bryte, West Sacramento and Clarksburg.

1           2. TERM: The term of this agreement shall be for no longer than one  
2 year beginning July 1, 1981 and ending June 30, 1982.

3           3. SERVICES PROVIDED: AGENCY agrees to perform the services specified  
4 in grant and contract for COUNTY, in accordance with the terms of this agree-  
5 ment, which is attached as Exhibit D and incorporated herein by this reference  
6 between COUNTY and in accordance.

7           4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees

8           a) Payments made pursuant to this agreement are to be expended for  
9 purposes set forth herein in contract and grant and for no other purpose, and  
10 in strict compliance with all applicable laws, regulations, policies and pro-  
11 cedures of the COUNTY, State of California, and the Administration on Aging  
12 of the United States Department of Health, Education and Welfare.

13           b) AGENCY agrees to execute and abide by the assurance of compliance  
14 with the Civil Rights Act of 1964 (Exhibit A) attached hereto and incorporated  
15 herein by this reference.

16           c) AGENCY agrees that payments by COUNTY may be terminated at any  
17 time for violations of any terms, conditions, or requirements of this agree-  
18 ment. If AGENCY fails to meet Performance Standards as determined by Agency  
19 on Aging, COUNTY has right to terminate.

20           d) AGENCY further agrees to comply with all Federal, State and  
21 local laws and regulations relevant to the operation conducted by AGENCY and  
22 to keep in effect any and all Federal, State or local licenses, permits,  
23 notices and certificates that are required for the operation of AGENCY.

24           e) AGENCY agrees to comply with all applicable laws relating to  
25 wages, hours of employment and occupational safety.

26           f) If AGENCY acquires assets with any Federal funds, AGENCY agrees  
27 to comply with all applicable Federal laws, rules and procedures relating to  
28 the acquisition, retention and disposition of said assets.

5. INSURANCE AND INDEMNITY: AGENCY agrees



1 a) AGENCY shall procure and maintain comprehensive personal injury  
2 and property damage liability insurance for any damages caused by vehicle  
3 used in AGENCY'S service operation, with policy limits of at least \$300,000  
4 for injury or death of one person in any one accident; \$500,000 for injury  
5 or death of two or more persons in any one accident; and \$100,000 for property  
6 damage in any one accident. Said insurance specifically shall designate  
7 COUNTY as an insured for all purposes.

8 b) AGENCY agrees to provide COUNTY with certificates of insurance  
9 as aforesaid to demonstrate that it has procured the required insurance.  
10 AGENCY hereby represents that the following information accurately identifies  
11 and describes the liability insurance:

12  
13 INSURANCE:

- 14 1. Name of Insurance Carrier National Indemnity  
Jefferson Insurance Company  
15 2. Description of Policy Basic Automobile Liability  
Excess Automobile Liability  
16 3. Limits of Policy 500,000  
17 4. Effective Dates of Policy 11/20/80 to 11/20/81  
18 5. Name and Address of Agent A. Mason Blodgett & Associates  
19 50 California Street, San Francisco, CA 94111

20 Furthermore, AGENCY agrees to provide COUNTY with any necessary  
21 permission required by the Liability Insurance Carrier to enable the insurance  
22 carrier to promptly notify COUNTY directly in the event that such liability  
23 insurance is cancelled, terminated, or modified.

24 c) INDEMNIFICATION: AGENCY agrees to indemnify, defend and hold  
25 harmless COUNTY, Area 4 Agency on Aging, the State of California, and their  
26 officers, agents and employees from any and all claims or losses resulting  
27 from the performance of this agreement by AGENCY, including both claims for  
28 any personal injury or property damage, and claims for any breach of contract

1 between AGENCY and any person or firm which claim a breach of contract with  
2 AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and  
3 any other expenses incurred by AGENCY in providing services pursuant to this  
4 agreement, and shall assume any and all responsibility for loss or damage  
5 resulting from the performance of this agreement by AGENCY. In the event that  
6 any claim is filed against AGENCY by any person or firm, for any damage arising  
7 out of the performance of this agreement, AGENCY agrees promptly to notify  
8 COUNTY of the fact.

9 d) AGENCY shall provide at its own expense, necessary Workman's  
10 Compensation Insurance coverage, and shall inform COUNTY of its Workman's  
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12 6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be, construed to be  
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14 employee, agent or contractor of AGENCY is, nor shall they be construed to be,  
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16 Federal Government, or the State of California, for any purpose.

17 7. REQUIRED RECORDS: AGENCY agrees

18 a) To provide monthly reports to COUNTY not later than the last  
19 working day of the month, with regard to AGENCY'S activities. Said report  
20 shall contain the information required to be provided by COUNTY to the Area 4  
21 Agency on Aging, pursuant to COUNTY'S agreement No. 81-110, which is incorpora-  
22 ted herein by reference.

23 b) AGENCY agrees to place all money received from COUNTY in a  
24 separate account, and not to commingle said funds with funds received from any  
25 other source or pursuant to any other agreement, and to expend the same solely  
26 for the purpose set forth in this agreement.

27 c) AGENCY shall keep sufficiently detailed records bearing upon  
28 service operations performed by AGENCY to allow COUNTY, or other authorized  
personnel to determine compliance by AGENCY with all applicable laws and regu-  
lations. Said records shall be maintained in the AGENCY project site,

1 or at the appropriate agency of the State of California. Said records shall  
2 be maintained for<sup>no</sup> less than three (3) years from the termination of this  
3 agreement. COUNTY, representatives from the Area 4 Agency on Aging, or other  
4 representatives or auditors of the U. S. Department of Health, Education and  
5 Welfare, shall be granted access to such records upon request.

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9 sufficiently detailed to enable COUNTY to ascertain compliance with all con-  
10 ditions set forth herein, and the budget submitted by AGENCY and attached  
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15 auditor as selected by AGENCY or by the office of the Auditor-Controller of  
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17 COUNTY'S auditor, upon request, shall have access to all such records for  
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21 administrative reviews of the service operation provided by AGENCY and all  
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23 8. PAYMENTS:

24 Upon submission of the aforesaid written report in Paragraph 7.a and  
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26 shall pay to AGENCY funds earned to date. Payment based on reimbursement of  
27 actual expenditure of AGENCY. In no event shall the funds paid by COUNTY to  
28 AGENCY exceed \$8,288.00 which are the maximum total funds available under this

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2 expenses incurred after June 30, 1982. COUNTY shall make the aforesaid pay-  
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3 COUNTY obtained.

4           15. This writing embodies the total agreement of the parties hereto,  
5 and shall supersede any other agreement, written or oral, prior to or con-  
6 temporaneous with the execution of this agreement. No alteration, modi-  
7 fication, or deletion of this agreement shall be effective unless written  
8 and executed by the parties hereto or their successors in office.

9           16. AGENCY agrees that it understands that conditions of the agreements  
10 between the Area 4 Agency on Aging and the California State Office of Aging  
11 for Fiscal Year 1981/82, and further agrees that all conditions contained in the afore-  
12 said contract are applicable to this agreement.

13           17. It shall be a continuing responsibility of the COUNTY to determine  
14 how stated program goals are being met; to review fiscal and service data  
15 relating to the performance by AGENCY of this agreement; and to make specific  
16 recommendations to AGENCY staff flowing from monitoring visits. Such reviews  
17 shall take place no less than monthly and with clear understanding as to the  
18 time and purpose of such monitoring visits.

19           18. It is hereby mutually agreed and AGENCY hereby expressly  
20 acknowledges that an express condition precedent to this agreement is the  
21 receipt by COUNTY from Area 4 Agency on Aging of the proportional share of  
22 COUNTY'S grant funds which are designated for payment to AGENCY. In the  
23 event of a reduction in COUNTY'S grant funds, COUNTY'S obligation to pay shall  
24 be reduced in the same amount as the reduction of said grant funds, and  
25 AGENCY'S duty to perform shall be reduced in a like proportion.  
26  
27  
28

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
2 this 18th day of August, 1981.

3  
4 COUNTY OF YOLO, a political subdivision  
5 of the State of California

6 The undersigned Deputy Clerk  
7 of the Board of Supervisors  
8 certifies that pursuant to  
9 Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

10 PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS

11 Paula M. Cooper  
Deputy

BY Robert N. Black  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO

12 UNITED CHRISTIAN CENTERS OF THE GREATER  
13 SACRAMENTO AREA

14 BY Vernon J. Freeman  
15 PRESIDENT, CHAIRMAN OF THE BOARD OR  
16 COMPARABLE AUTHORIZED OFFICIAL  
Vernon J. Freeman  
Executive Director

17 ATTEST:

18 PETE E. LUCAS, Clerk of the  
19 Board of Supervisors

20 BY Paula M. Cooper, DEPUTY

21 (SEAL)

22 Attachments to this Agreement:

23 Exhibit A - Assurance of Compliance  
24 Exhibit B - Performance Standards for Agency  
25 Exhibit C - Budget for Agency



ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT  
OF HEALTH, EDUCATION AND WELFARE REGULATIONS  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1974

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, (hereinafter called the  
(Name of Subgrantee or Secondary Recipient))

"Subgrantee") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.O. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from COUNTY OF YOLO, a recipient of Federal financial assistance

(Name of Grantor)

from the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED \_\_\_\_\_

United Christian Centers  
(Subgrantee)

BY \_\_\_\_\_

Vernon J. Newman  
PRESIDENT, CHAIRMAN OF THE BOARD OR  
COMPARABLE AUTHORIZED OFFICIAL

\_\_\_\_\_  
(Recipient's mailing address)

TITLE \_\_\_\_\_

EXECUTIVE DIRECTOR



PERFORMANCE STANDARDS FOR SUBGRANTEE

| Performance Criteria<br>Information & Referral                                            | Monthly.. | Cumulative |
|-------------------------------------------------------------------------------------------|-----------|------------|
| 1. Planned number of information transactions with individuals and agencies/organizations | 190       | 2280       |
| 2. Planned number of referral transactions                                                | 10        | 120        |
| 3. Planned number of follow-up transactions                                               | 10        | 120        |

EXHIBIT CBUDGET FOR AGENCY

| <u>Item</u>                             | <u>Amount</u> |
|-----------------------------------------|---------------|
| I. Personnel: Part-time I&R Coordinator |               |
| Total Salary & Benefits                 | \$8,183       |
| Salary & Benefits                       |               |
| Salary                                  | \$7,576       |
| FICA                                    | 523           |
| Workman's Compensation                  | 35            |
| Unemployment                            | <u>49</u>     |
|                                         | \$8,183       |
| II. Other                               |               |
| Advertisement                           | 55            |
| Supplies, etc.                          | <u>50</u>     |
|                                         | \$8,288       |
| In Kind Services                        | <u>845</u>    |
|                                         | \$9,133       |

ATTACHMENT D

See Agreement 81-110, agreement between Yolo County Department of Social Services and Community Services Planning Council/Area 4 Agency on Aging - Contract 82-604-7 I&R, Transportation Services.

FILED

AUG 20 1981

PETE E. LUCAS

APPROVED AS TO FORM

CHARLES D. HARRIS

COUNTY CLERK

DEPUTY COUNTY COUNSEL

AGREEMENT NO. 81-179 By

*Bl. D. Roth*

DEPUTY COUNTY COUNSEL

(Agreement Extending Term of the Information & Referral and Transportation Agreement with the City of Winters)

THIS AGREEMENT executed this 18th day of August, 1981

by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF WINTERS, a municipal corporation, incorporated under the laws of the State of California, hereinafter referred to as AGENCY.

W I T N E S S E T H:

RECITALS:

1. COUNTY and AGENCY entered into an agreement to provide Information, Referral and Transportation Services to older Americans, dated November 9, 1976, Yolo County Agreement #76-304, whereby AGENCY agreed to provide said services for COUNTY for a period terminating on December 31, 1976.

2. Said Agreement was extended to December 31, 1977, by Agreement #77-88.

3. Said Agreement was further extended to December 31, 1978, by Agreement #78-125.

4. Said Agreement was further extended to December 31, 1979, by Agreement #79-03.

5. Said Agreement was further extended to June 30, 1980 by Agreement #80-178.

6. Said Agreement was further extended to June 30, 1981, by Agreement #80-295.

7. COUNTY and AGENCY desire to further extend the term of said Agreement #76-304 subject to the below stated terms and conditions.

AGREEMENTS:

1. The term of said Agreement #76-304 is extended and shall terminate on June 30, 1982.

1           2. In consideration of the performance of the terms and conditions of  
2 said Agreement #76-304, as herein amended, COUNTY shall pay AGENCY the funds  
3 earned for each monthly reporting period. In no event shall the funds paid  
4 by COUNTY to AGENCY exceed the sum of One Thousand Eight Hundred Fifty Four  
5 Dollars (\$1,854), which are the maximum total funds available under this  
6 agreement. In no event will any claims by AGENCY against COUNTY be paid for  
7 performance after June 30, 1982.

8           3. Performance standards attached to this agreement (Exhibit A) are a  
9 part of this agreement and reflect the performance expected of AGENCY during  
10 the period of this agreement.

11           4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges  
12 that an express condition precedent to the COUNTY'S duty to pay funds pursuant  
13 to this agreement is the receipt by COUNTY from Area 4 Agency on Aging of the  
14 proportional share of COUNTY'S grant funds which are designated for payment  
15 to AGENCY. If said funds are reduced, COUNTY'S obligation to pay shall be  
16 reduced in the same amount as the reduction of said grant funds, and AGENCY'S  
17 duty to perform shall be reduced in a like proportion.

18           5. In all other respects, the terms and conditions of said agreement  
19 #76-304 are hereby ratified and confirmed.  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
2 this 18th day of August, 1981  
3

4 COUNTY OF YOLO, a political subdivision  
5 of the State of California

6 The undersigned Deputy Clerk  
7 of the Board of Supervisors  
8 certifies that pursuant to  
9 Section 25103 of the Govern-  
10 ment Code, delivery of this  
11 document has been made to the  
12 Chairman of the Board of Sup-  
13 ervisor.

14 PETE E. LUCAS Clerk  
15 BOARD OF SUPERVISORS

16 *Pete E. Lucas*  
17 Deputy

18 BY

19 *Robert N. Black*

20 CHAIRMAN OF THE BOARD OF SUPERVISORS  
21 COUNTY OF YOLO

22 CITY OF WINTERS, a municipal corporation  
23 incorporated under the laws of the State  
24 of California

25 BY

26 *[Signature]*

27 MAYOR

28 PRESIDENT, CHAIRMAN OF THE BOARD OR  
COMPARABLE AUTHORIZED OFFICIAL

(CORPORATE SEAL)

29 ATTEST:

30 PETE E. LUCAS, Clerk of the  
31 Board of Supervisors

32 BY *Pete E. Lucas*, DEPUTY

33 Attachments to this Agreement:

34 Exhibit A - Performance Standards for Agency

35 Exhibit B - Budget for Agency

EXHIBIT A

PERFORMANCE STANDARDS

The City of Winters shall provide 271 driver escorted trips for seniors living in the Winters area. These shall average approximately 25 trips per month.



EXHIBIT B

BUDGET

TRANSPORTATION SERVICES

|                                  |            |
|----------------------------------|------------|
| Cost of Transportation           | \$1,854    |
| Inkind donation of driver/escort | <u>186</u> |
| Total Budget                     | \$2,040    |
| Less Inkind                      | <u>186</u> |
| Total Title III Share            | \$1,854    |

ATTACHMENT

See Agreement 81-110, agreement between Yolo County Department of Social Services and Community Services Planning Council/Area 4 Agency on Aging - Contract 82-604-7 I&R, Transportation Services.

MEMORANDUM OF AGREEMENT  
BETWEEN  
YUBA COMMUNITY COLLEGE DISTRICT  
AND

AUG 21 1981

PETE E. LUCAS  
PAULA M. COOPER

By \_\_\_\_\_, Deputy

YOLO GENERAL HOSPITAL

THIS AGREEMENT, made and entered into this 1st day of July, 1981, by and between the YUBA COMMUNITY COLLEGE DISTRICT Vocational Nursing Program (hereinafter called the SCHOOL) and the YOLO GENERAL HOSPITAL (hereinafter called the AFFILIATING HOSPITAL).

W I T N E S S E T H:

I. Affiliating Agreement:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept Vocational Nursing students for supervised nursing experience and concurrent clinical instruction.

II. The Affiliating Hospital Agrees To:

- A. Permit each student who is designated by the SCHOOL, pursuant to paragraph IV-A, to receive clinical nursing experience at the AFFILIATING HOSPITAL in those services agreeable to the SCHOOL and the AFFILIATING HOSPITAL, and shall furnish or permit such students and nursing instructors free access to all areas necessary in the accomplishment of this purpose.
- B. Accept all students without consideration of race, color, creed, sex, age, or national origin, and see that all students assigned to hospital receive training without discrimination as to patient assignments or personal facilities.
- C. Provide a noon meal to each student on the days that their duty assignment is at the AFFILIATING HOSPITAL.
- D. Provide a suitable room for use in counseling and teaching at the hospital.

VN ACUTE 6/81

E. Observe the following personnel policies regarding students:

1. Grant regulation coffee breaks.
2. Provide suitable dressing rooms with locker space and locks for both men and women affiliates when available.
3. Allow the same cafeteria and restroom privileges provided all employees.
4. Accept the required student school uniform.

IV. The School Agrees To:

- A. Designate the students to be enrolled in the nursing program and to be assigned for clinical experience at the AFFILIATING HOSPITAL in such numbers as are mutually agreed upon by both parties.
- B. Provide classroom instruction (Vocational Nursing students to be given at least three (3) weeks of pre-clinical instruction in theory and practice prior to hospital assignment).
- C. Provide one instructor for a maximum of fifteen (15) students. This instructor will be a well qualified, certificated, registered professional nurse agreeable to the AFFILIATING HOSPITAL, and will:
  1. Give close supervision, guidance and counseling to the Vocational Nurse trainees.
  2. Assign patient care and nursing experience which will:
    - a. be made by the SCHOOL in consultation with the AFFILIATING HOSPITAL;
    - b. be in accordance with Section 2534 of the Board of Vocational Nursing Rules & Regulations;
    - c. recognize that the hospital retains responsibility for care of the patient.
  3. Designate rotation to services, service assignments, and time spent in clinical experience which will be determined by the SCHOOL in cooperation with the AFFILIATING HOSPITAL.
- D. Meet periodically with the hospital staff for assistance with the curriculum policies and integration of educational program through Advisory Board Committees.
- E. Submit the following information to the AFFILIATING HOSPITAL:
  1. A statement of the number of expected affiliating students at least one week prior to the affiliation date.
  2. Advance notification of student vacation periods to the Director of Nursing Service.

- F. Carry a comprehensive general public liability and property damage insurance policy in the amount of \$1,000,000 liability for each occurrence. The SCHOOL shall file with the AFFILIATING HOSPITAL a Certificate of Insurance showing that such insurance is in full force and effect, and that the AFFILIATING HOSPITAL is named as an additional insured under such policy; and the SCHOOL shall provide the AFFILIATING HOSPITAL not less than ten (10) days' notice of any cancellation of this policy.

V. Request For Withdrawal:

The SCHOOL may withdraw any student whose progress, achievement or adjustment does not justify his/her continuance within the SCHOOL. The AFFILIATING HOSPITAL, in consultation with the SCHOOL, will have the right to refuse a student who, in its experience, is not participating satisfactorily in the program.

VI. Discontinuance Of Agreement:

If either party to this agreement wishes withdraw, it is understood that at least two months' notice shall be given by either participating agency and that students enrolled in the several services shall be given an opportunity to complete the full program offered in these services.

Affiliating Hospital:

Date: August 18, 1981

COUNTY OF YOLO, a political subdivision  
of the State of California

Signed: Robert N. Black

Robert N. Black, Chairman of the  
Board of Supervisors

School:

Date: July 20, 1981

Signed: Daniel G. Walker

Dr. Daniel G. Walker  
Superintendent/President  
Yuba Community College District

ATTEST: PETE E. LUCAS,  
Clerk of the Board of Supervisors

By Paula M. Cooper  
Deputy

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETE E. LUCAS Clerk  
BOARD OF SUPERVISORS

Paula M. Cooper  
Deputy

APPROVED AS TO FORM  
CHARLES R. MACK  
COUNTY CLERK

Robert N. Black  
CHAIRMAN OF THE BOARD

AGREEMENT NO. 81-181

MEMORANDUM OF AGREEMENT  
Between  
YUBA COMMUNITY COLLEGE DISTRICT  
and

FILED

AUG 21 1981

PETE B. LUCAS

YOLO GENERAL HOSPITAL

By \_\_\_\_\_, Deputy

THIS AGREEMENT, made and entered into this 1st  
day of July, 1981, by and between the YUBA  
COMMUNITY COLLEGE DISTRICT Emergency Medical Technicaian I Program  
(hereinafter called the SCHOOL) and the YOLO GENERAL HOSPITAL  
(hereinafter called the AFFILIATING HOSPITAL).

## W I T N E S S T H:

I. Affiliating Agreement:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept E.M.T. students for supervised Emergency Room observation and experience for Basic and/or Refresher E.M.T. I Students.

II. The Affiliating Hospital Agrees To:

- A. Provide Emergency Care experience in the Emergency Room for no more than two (2) E.M.T. Students at a time for 10 hours (E.M.T. Basic) or 4 hours (Refresher) of observation and experience as delineated below each semester:
  - 1. B.P.
  - 2. T-P-R
  - 3. o2 and Mask
  - 4. Patient Transportation
  - 5. Application of Monitor Leads
- B. Admit all students without discrimination in race, sex or creed.
- C. Emergency Medical Technician affiliates to be allowed the same lunch room and restroom facilities as provided for other employees.

EMT/REF HOSP. 6/81

- D. Students to be required to wear a white uniform or other suitable clothing.

IV. The School Agrees To:

- A. Provide classroom instruction. Emergency Medical Technician Students will be given at least 20 hours (Basic students) or 10 hours (Refresher students) of class in theory and practice prior to Emergency Room assignment.
- B. The E.M.T. instructor will meet periodically with hospital E.R. staff for assistance with the development of curriculum policies and integration of educational program.
- C. Submit the following information to the AFFILIATING HOSPITAL: A statement of the number of expected affiliating students at least one week prior to the affiliation date.
- D. Carry a comprehensive general public liability and property damage insurance policy in the amount of \$1,000,000 liability for each occurrence. The SCHOOL shall file with the AFFILIATING HOSPITAL a Certificate of Insurance showing that such insurance is in full force and effect, and that the AFFILIATING HOSPITAL is named as an additional insured under such policy; and the SCHOOL shall provide the AFFILIATING HOSPITAL not less than ten (10) days' notice of any cancellation of this policy.

V. Request For Withdrawal:

The SCHOOL may withdraw any student whose progress, achievement or adjustment does not justify his/her continuance with the SCHOOL. The AFFILIATING HOSPITAL, in consultation with the SCHOOL, will have the right to refuse a student who, in its experience, is not participating satisfactorily in the program.

VI. Discontinuance Of Agreement:

If either party to this agreement wishes to withdraw, it is understood that at least two (2) months notice shall be given by either participating agency and that students enrolled in the program shall be given an opportunity to complete the full program.

Affiliating Hospital:

Date: August 18, 1981

School:

Date: July 20, 1981

COUNTY OF YOLO, a political subdivision  
of the State of California

Signed: Robert N. Black

Robert N. Black, Chairman of the  
Board of Supervisors

Signed: Daniel G. Walker

Dr. Daniel G. Walker  
Superintendent/President  
Yuba Community College District

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNSEL

By: Rosalia Est

COUNTY COUNSEL

ATTEST: PETE E. LUCAS, Clerk of the  
Board of Supervisors

2

By: Paula M. Cooper  
Deputy



FILED

AUG 21 1981

AGREEMENT NO. 81-18<sup>2</sup>

(Lease Agreement for use of Premises by the County of Yolo)

PETE E. LUCAS

By Pete E. Lucas, Deputy

1 THIS LEASE is made this 18th day of August, 1981 between

2 DONALD M. AND JUANITA M. MILLER, (LANDLORD) whose address is 702 - 2nd Street,  
3 Davis, California 95616 and YOLO COUNTY, a political subdivision of the State  
4 of California (TENANT) whose address is 725 Court Street, Woodland, California  
5 95695 who agree as follows:

6 1. LEASED PREMISES

7 Landlord leases to Tenant and Tenant hires from Landlord that certain real  
8 property (hereinafter referred to as "premises") located in the County of Yolo,  
9 State of California, and described as 1403 - Fifth Street, Davis, California,  
10 containing an area of approximately 3,982 square feet; more or less.

11 2. USE

12 The premises are to be used as County offices and other office uses reasonably  
13 related thereto and for no other business or purpose, without the prior written  
14 consent of Landlord.

15 3. TERM

16 The term of this agreement shall be five (5) years commencing on the  
17 1st day of September, 1981 and shall terminate the 1st day of  
18 September, 1986.

19 4. IMPROVEMENTS

20 Landlord agrees to construct improvements in conformity with the plans set  
21 forth in Exhibit "A" attached hereto, no later than September 1, 1981.

22 5. RENT

23 A. Monthly Rent The monthly rent during the initial term shall be as set  
24 forth below:

25 ///

26 ///

1 5. RENT

2 A. Monthly Rent (Continued)

| <u>Term</u>                         | <u>Monthly Rent</u> |
|-------------------------------------|---------------------|
| September 1, 1981 - August 31, 1982 | \$ 2,588.30         |
| September 1, 1982 - August 31, 1983 | \$ 2,795.36         |
| September 1, 1983 - August 31, 1984 | \$ 2,992.42         |
| September 1, 1984 - August 31, 1985 | \$ 3,199.45         |
| September 1, 1985 - August 31, 1986 | \$ 3,406.54         |

9  
10 Said rent will be paid in advance on the first day of each month,  
11 commencing on the date the term commences, and continuing during the term. Monthly  
12 rent for any partial month shall be pro rated at the rate of 1/30th of the  
13 minimum monthly rent per day. The rent payable within each month of the term of  
14 this lease shall become due and payable only in consideration of the right to  
15 possess, occupy, and use the premises and improvements thereon during that month.

16 B. Payment of Rent All rent shall be paid to Landlord at the address to  
17 which notices to Landlord are given. Tenant shall pay to landlord the first  
18 months rent hereunder upon the commencement of this date.

19 6. RENEWAL OPTION

20 A. Landlord grants Tenant option to renew this lease for a 5 year period  
21 on the same terms and conditions as contained in this lease, except for monthly  
22 rent. Notice must be given sixty (60) days before the expiration of said initial  
23 term.

24 Base rent for the initial year of the option shall be calculated using  
25 the percentage by which the Consumer Price Index of the Bureau of Labor Statistics  
26 of the U. S. Department of Labor - all items - 1967 = 100 for the San Francisco-

1 Oakland Bay Area (CPI) for the month of August, 1981 shall have changed from  
2 the CPI for the month of August, 1986. The base rent of the initial term  
3 (\$2,588.30) will then be adjusted by such percentage change of the CPI to serve  
4 as the new base rent for the first year of the extended term. Succeeding years  
5 of the extended term shall then be increased annually by eight percent (8%) of  
6 the base year rent commencing with the September payment each year as stipulated  
7 in the initial term.

8 B. If the "Index" is changed so that the base year differs from that used  
9 as of the month in which the term commences, the "Index" shall be converted in  
10 accordance with the conversion factor published by the United States Department  
11 of Labor, Bureau of Labor Statistics. If the "Index" is discontinued or revised  
12 during the term, such other government index or computation with which it is  
13 replaced shall be used in order to obtain substantially the same result as  
14 would be obtained if the "Index" had not been discontinued or revised.

15 C. Notwithstanding the provisions of Subparagraphs A & B immediately above,  
16 in no event shall said annual adjustment to monthly rent exceed the maximum  
17 allowable annual adjustment to tenant's appropriations budget (as finally approved  
18 by the appropriate governing authority) permitted under Article XIII(B) of the  
19 California Constitution as currently construed or as hereafter amended.

20 7. INCREASES IN REAL ESTATE TAXES

21 Tenant, in addition to all other sums agreed to be paid by it under this lease,  
22 shall pay to Landlord upon its demand an amount equal to 46.1%  
23 share of all ad valorem real property taxes which shall, during the period of this  
24 lease be levied on the premises of which the demised premises are a part in excess  
25 of the amount of all ad valorem real property taxes levied against the premises  
26 for the fiscal year ending June 30, 1981.

1 8. MAINTENANCE

2 Except as provided herein, Tenant, at its own cost, shall maintain the  
3 premises in good condition. Landlord, at its cost, shall maintain in good  
4 condition the structural parts of the building and other improvements in which  
5 the premises are located which structural parts shall include the foundations,  
6 bearing and exterior walls (excluding glass), roof, and, except as set forth  
7 below, heating and air conditioning. Tenant, at Tenant's sole expense, shall  
8 perform regular monthly, or more frequent, service of the heating and air condition-  
9 ing units which service the premises. In addition to the foregoing; Landlord  
10 shall maintain all areas outside the subject premises including landscaping and  
11 within the exterior boundaries of the facility.

12 9. ALTERATIONS

13 A. Tenant shall not make any structural or exterior alterations to the  
14 premises without Landlord's written consent, and said consent shall not be  
15 unreasonably withheld. Tenant, at its cost, shall have the right to make,  
16 without Landlord's consent, nonstructural alterations to the interior of the  
17 premises that Tenant requires in order to conduct its business on the premises.

18 B. Any alterations, including those improvements constructed by Landlord  
19 per Exhibit "A", shall remain on and be surrendered with the premises on expira-  
20 tion or termination of the term, except that Landlord can elect within thirty  
21 (30) days before the expiration of the term, or within five (5) days after  
22 termination of the term, to require Tenant to remove any alterations that  
23 Tenant has made to premises.

24 10. MECHANICS' LIEN

25 Tenant shall pay all costs for construction done by it or caused to be  
26 done by it on the premises as permitted by this lease. Tenant shall keep the

premises free and clear of all mechanics' liens resulting from construction done by or for Tenant.

11. UTILITIES AND SERVICES

Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it including, without limitation, gas, electricity, water, telephone service, and trash collection and for all connection charges.

12. INDEMNITY/INSURANCE

A. Indemnity Tenant shall hold Landlord harmless from all claims arising out of any damage to any person or property occurring in, on, or about the premises, except that Landlord shall hold Tenant harmless from all claims arising from the acts or omissions of Landlord or its authorized representatives.

B. Public Liability and Property Damage Insurance

(1) Tenant, at its cost, shall maintain combined single limit public liability and property damage insurance, or similar protection, with liability limits of not less than five hundred thousand dollars (\$500,000.00) and property damage limits of not less than fifty thousand dollars (\$50,000.00) per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

(2) Landlord, at Landlord's expense, shall maintain on the building and other improvements in which the premises are located a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety percent (90%) of the actual cost and/or full replacement value of the property.

13. DESTRUCTION

A. Destruction Due to Risk Covered by Insurance If, during the term, the

1 premises are totally or partially destroyed from a risk covered by the insurance  
2 described in Paragraph 12, rendering the premises totally or partially inaccessible  
3 or unusable, Landlord shall restore the premises to substantially the same con-  
4 dition as they were in immediately before destruction if the said insurance  
5 proceeds are sufficient to cover the actual cost of restoration. Such destruction  
6 shall not terminate this lease, provided, however, Tenant shall be entitled to  
7 a pro rata reduction in rent for any period during which the premises are totally  
8 or partially unusable. If the existing laws do not permit the restoration or  
9 such insurance proceeds are not sufficient to restore the premises to said con-  
10 dition, either party can terminate this lease immediately by giving notice to  
11 the other party.

12 B. Destruction Due to Risk Not Covered by Insurance

13 (1) If during the term the premises are totally or partially destroyed  
14 from a risk not covered by the insurance described in Paragraph 12, rendering the  
15 premises totally or partially inaccessible or unusable, Landlord shall restore  
16 the premises to substantially the same condition as they were in immediately be-  
17 fore destruction. Such destruction shall not terminate this lease. If the  
18 existing laws do not permit the restoration, either party can terminate this  
19 lease immediately by giving notice to the other party.

20 (2) If the cost of restoration exceeds five percent (5%) of the then  
21 replacement value of the premises destroyed, Landlord can elect to terminate this  
22 lease by giving notice to Tenant within fifteen (15) days after determining the  
23 restoration cost and replacement value. If Landlord elects to terminate this  
24 lease, Tenant, within fifteen (15) days after receiving Landlord's notice to  
25 terminate, can elect to pay to Landlord, at the time Tenant notifies Landlord  
26 of its election, the difference between five percent (5%) of the replacement

1 value of the premises and the actual cost of restoration, in which case Landlord  
2 shall restore the premises. On Tenant's making its election to contribute, each  
3 party shall deposit immediately the amount of its contribution with a trustee  
4 agreed to by the parties.

5 (3) If Landlord elects to terminate this lease and Tenant does not elect  
6 to contribute toward the cost of restoration as provided in this paragraph, this  
7 lease shall terminate.

8 C. Abatement or Reduction of Rent In case of destruction, there shall  
9 be a pro rata abatement or reduction in rent.

10 D. Loss During Last Part of Term If destruction to the premises occurs  
11 during the last year of the term, Landlord can terminate this lease by giving  
12 notice to Tenant not more than fifteen (15) days after the destruction.

13 14. CONDEMNATION

14 A. Total Taking If the premises are totally taken by condemnation this  
15 lease shall terminate on the date of taking.

16 B. Partial Taking If any portion of the premises is taken by condemnation,  
17 this lease shall remain in effect except that Tenant can elect to terminate this  
18 lease if, in Tenant's sole discretion, the remaining portion of the building or  
19 other improvements or common areas are rendered unsuitable for Tenant's continued  
20 use of premises.

21 C. Effect on Rent of Condemnation If any portion of the premises is taken  
22 by condemnation and this lease remains in full force and effect on the date of  
23 taking, the monthly rent shall be reduced by an amount that is in the same ratio  
24 to monthly rent as the square footage of the area of the portion of the premises  
25 taken bears to the total square footage of the premises immediately before the  
26 date of taking.



1 15. ASSIGNMENT

2 Tenant shall not voluntarily assign or encumber its interest in this lease  
3 or in the premises, or sublease all or any part of the premises, or allow any  
4 other person or entity (except Tenant's authorized representatives) to occupy  
5 or use all or any part of the premises without first obtaining Landlord's written  
6 consent. Said consent shall not be unreasonably withheld. Any assignment,  
7 encumbrance, or sublease without Landlord's consent shall be voidable and, at  
8 Landlord's election, shall constitute a default. No consent to any assignment,  
9 encumbrance, or sublease shall constitute a further waiver of the provisions of  
10 this paragraph.

11 16. SIGNS

12 Tenant, at Tenant's expense, shall have the right to place, construct, and  
13 attach to the subject premises, and the outside thereof, such signs as permitted  
14 by all applicable local sign ordinance regulations.

15 17. LANDLORD'S ENTRY ON PREMISES

16 Landlord and its authorized representatives shall have the right to enter  
17 the premises at all reasonable times, after reasonable notice, for any of the  
18 following purposes:

19 A. To do any necessary maintenance and to make any restoration to the  
20 premises that Landlord has the right or obligation to perform.

21 B. To serve, post, or keep posted any notices required or allowed under  
22 the provisions of this lease.

23 C. To post, "for sale" signs at any time during the term, to post "for  
24 rent" or "for lease" signs during the last two (2) months of the term, or during  
25 any period while Tenant is in default.

26 D. To show the premises to prospective brokers, agents, buyers, tenants,

1 or other persons interested in an exchange at any time during the term.

2 18. NOTICE

3 Any notice, demand, request, consent, approval, or communication that either  
4 party desires or is required to give to the other party or any other person shall  
5 be in writing and either served personally or sent by prepaid, first-class mail.  
6 Any notice, demand, request, consent, approval, or communication that either  
7 party desires or is required to give to the other party shall be addressed to  
8 the other party.

9 19. WAIVER

10 A. No delay or omission in the exercise of any right or remedy of Landlord  
11 on any default by Tenant shall impair such a right or remedy or be construed as a  
12 waiver.

13 B. The receipt and acceptance by Landlord of delinquent rent shall not  
14 constitute a waiver of any other default; it shall constitute only a waiver of  
15 timely payment for the particular rent payment involved.

16 C. No act or conduct of Landlord including, without limitation, the  
17 acceptance of the keys to the premises shall constitute an acceptance of the  
18 surrender of the premises by Tenant before the expiration of the term. Only a  
19 notice from Landlord to Tenant shall constitute acceptance of the surrender  
20 of the premises and accomplish a termination of the lease.

21 D. Landlord's consent to or approval of any act by Tenant requiring  
22 Landlord's consent or approval shall not be deemed to waive or render unnecessary  
23 Landlord's consent to or approval of any subsequent act by Tenant.

24 E. Any waiver by Landlord of any default must be in writing and shall not  
25 be a waiver of any other default concerning the same or any other provision of  
26 the lease.

1 20. SURRENDER OF PREMISES: HOLDING OVER

2 A. Surrender of Premises

3 (1) On expiration or ten (10) days after termination of the term  
4 Tenant shall surrender to Landlord the premises and all Tenant's improvements  
5 and alterations in good condition (except for ordinary wear and tear occurring  
6 after the last necessary maintenance made by Tenant and destruction to the  
7 premises covered by paragraphs 13 and 14) excluding alterations that Tenant  
8 has the right to remove or is obligated to remove under the provisions of  
9 paragraph 9. Tenant shall remove all its personal property within the above-  
10 stated time. Tenant shall perform all restoration made necessary by the removal  
11 of any alterations or Tenant's personal property within the time periods stated  
12 in this paragraph.

13 (2) Landlord can elect to retain or dispose of in any manner any  
14 alterations or Tenant's personal property that Tenant does not remove from the  
15 premises on expiration or termination of term as allowed or required by this  
16 lease by giving at least thirty (30) days' notice to Tenant. Title to any such  
17 alterations or Tenant's personal property that Landlord elects to retain or  
18 dispose of on expiration of the thirty (30) day period shall vest in Landlord.  
19 Tenant waives all claims against Landlord for any damage resulting from Landlord's  
20 retention or disposition of any such alterations or Tenant's personal property.  
21 Tenant shall be liable to Landlord for Landlord's costs for storing, removing,  
22 and disposing of any alterations or Tenant's personal property.

23 (3) If Tenant fails to surrender the premises to Landlord on  
24 expiration or thirty (30) days after termination of the term as required by this  
25 paragraph, Tenant shall hold Landlord harmless from all damages resulting from  
26 Tenant's failure to surrender the premises including, without limitations, claims

1 made by a succeeding tenant resulting from Tenant's failure to surrender the  
2 premises.

3 B. Holding Over If Tenant, with Landlord's consent, remains in possession  
4 of the premises after expiration or termination of the term or after the date  
5 in any notice given by Landlord to Tenant terminating this lease, such  
6 possession by Tenant shall be deemed to be a month-to-month tenancy terminable  
7 on thirty (3) days' notice given at any time by either party. All provisions  
8 of this lease except those pertaining to term and option to extend shall apply  
9 to the month-to-month tenancy.

10 21. MISCELLANEOUS PROVISIONS

11 A. Time of Essence Time is of the essence of each provision of this  
12 lease.

13 B. Consent of Parties Whenever consent or approval of either party is  
14 required, that party shall not unreasonably withhold such consent or approval.

15 C. Successors This lease shall be binding on and inure to the benefit  
16 of the parties and their successors.

17 22. TENANT'S RIGHT TO TERMINATE/INABILITY TO USE PREMISES

18 If the laws of any government body prohibit Tenant from using the  
19 premises as provided in paragraph 2, Tenant can elect to terminate this lease  
20 on notice being given to Landlord within seven (7) days after Tenant has  
21 learned that its use of the premises will be prohibited.

22 ////

23 ////

24 ////

25 ////

26 ////

1 IN WITNESS WHEREOF, the parties have executed this lease as of the date  
2 first above written.

3  
4 LANDLORD

5  
6 BY

Donald M. Miller  
DONALD M. MILLER

7  
8 BY

Juanita W. Miller  
JUANITA W. MILLER

TENANT

BY

Robert W. Blank

CHAIRMAN, BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

9  
10 ATTEST:  
11 PETE E. LUCAS, CLERK  
12 BOARD OF SUPERVISORS

BY

Paula M. Cooper  
Deputy

13  
14 APPROVED AS TO FORM:

15 BY

[Signature], Dep.  
County Counsel

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of Sup-  
ervisor.

PETE E. LUCAS

Clerk

BOARD OF SUPERVISORS

Paula M. Cooper

Deputy

AGREEMENT NO. 81-183

Telephone 482-4177

V.J. "BUD" OPPOLD  
Manager

666-1108

**Woodland Security Patrol**60 Elm St. Woodland, Ca. 95695  
2427 Marconi Avenue, Unit 4  
Sacramento, Calif. 95821

FILED

AUG 21 1981

PETE E. LUCAS

*Paula M. Cooper*  
DeputyDATE JULY, 27, 1981

## AGREEMENT

THIS AGREEMENT TO RUN THRU JUNE 30 1982 AND BE RENEWED AUTOMATICALLY  
THIS AGREEMENT MAY BE CANCELLED AT ANY TIME BY EITHER PARTY FOR THE  
SUM OF \$ 800.00 (PER MONTH) ~~WEEK~~ ~~DAY~~ ~~HOURLY~~

WOODLAND SECURITY AGREES TO THE FOLLOWING SERVICES:

1. SECURITY GUARD WALK ALL PARKING LOT AREAS
2. CHECK WITH HOSPITAL PERSONAL
3. WALK WITH NURSES ON SHIFT CHANGE OR PERSONAL
4. 7 DAYS PER WEEK 10P.M. TO 2 A.M. GUARDS CHECK IN WITH MAIN OFFICE HOURLY
5. SIGNS IN ALL AREAS
6. ROVING PATROL CARS CHECK WITH GUARD THROUGHOUT NIGHT

SERVICE TO BEGIN DATE JULY 1 1981*Bud Oppold*  
WOODLAND SECURITY PATROL

PARTIES FURTHER AGREE TO THE TERMS AND CONDITIONS SET OUT IN EXHIBIT "A",  
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO.

WE YOLO GENERAL HOSPITAL DO PROMISE TO PAY TO WOODLANDSECURITY PATROL THE SUM OF \$ 800.00 FOR SERVICES

RENDERED. ALL ACCOUNTS DUE AND PAYABLE NOT LATER THAN THE 10TH OF

EACH MONTH AFTER SERVICE RENDERED

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNSEL*Ronald*  
IN CASE OF EMERGENCYName DALE MUNSONPhone 662-0121Name WILMA JOHNSONPhone 662-6454NAME OF CO YOLO GENERAL HOSPITALADDRESS 170 WEST BEAVERCITY WOODLAND CALIFORNIA ZIP 95695PHONE 666-8301

ROBERT N. BLACK, Chairman, Board of Supervisors

TITLE OF PERSON SIGNING

NAME OF PERSON SIGNING

ATTEST: PETE E. LUCAS, CLERK OF THE BOARD

*Paula M. Cooper*  
Deputy

## EXHIBIT "A"

RELATIONSHIP OF PARTIES: It is specifically understood and agreed that WOODLAND SECURITY PATROL is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. WOODLAND SECURITY PATROL shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. WOODLAND SECURITY PATROL agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

### LIABILITY:

- a. WOODLAND SECURITY PATROL agrees to defend, indemnify, and hold COUNTY harmless from any and all claims, liability, or loss arising from WOODLAND SECURITY PATROL'S performance under this Agreement.
- b. Without in any way intending to limit or abrogate the effect of the hereinabove recited Agreement, WOODLAND SECURITY PATROL shall purchase and maintain for the duration of this Agreement: (1) either public liability insurance policies in the amount of \$1,000,000/\$1,000,000 with allied professional liability coverage and vehicular liability coverage; or public liability insurance coverage in the amount of \$1,000,000/\$1,000,000 without allied professional staff liability coverage and a separate professional liability policy in the amount of \$250,000/\$600,000 and a separate vehicular liability policy; and (2) a Workman's Compensation policy. Said liability policies shall name COUNTY as a co-insured party for all purposes; and WOODLAND SECURITY PATROL shall deliver certificates of all insurance policies purchased pursuant to the terms of this agreement to COUNTY'S herein designated representatives within ninety (90) days of execution of this Agreement.



A JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF  
PROVIDING FOR THE IMPLEMENTATION, OPERATION AND MANAGE-  
MENT OF AN EMERGENCY MEDICAL SERVICE SYSTEM IN THE COUNTIES  
OF EL-DORADO, NEVADA, PLACER, SACRAMENTO, SIERRA, SUTTER,  
YOLO AND YUBA, STATE OF CALIFORNIA

THIS AGREEMENT, dated for convenience the 1st day of January July, 1981  
by and between the Counties of El-Dorado, El Dorado, Nevada, Placer, Sacramento,  
Sierra, Sutter, Sutter, Yolo and-Yuba, and Yuba each a political subdivision of  
the State of California.

RECITALS:

WHEREAS, under the provisions of the Government Code, State of California  
(Section 6500, et seq.), the parties hereto may jointly exercise powers common  
to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties  
hereto, an urgent and demonstrated need to develop an Emergency Medical Services  
(EMS) program in order to improve Emergency Medical Services and to jointly under-  
take necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsi-  
bilities in accordance with the Emergency Medical Services System and the Pre-  
hospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the Health  
and Safety Code) hereinafter called the "Act", and participate in the Joint Powers  
Agency hereafter established.

NOW, THEREFORE, in consideration of the mutual promises, covenants and con-  
ditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE AND CREATION

The purpose of this Agreement is to provide unified planning and coordination  
of a Regional Emergency Medical Services System by and through a Joint Powers Agency

and to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and to provide technical assistance and specifically designated administrative functions to aid the member counties in their ongoing operation and management of County Emergency Medical Services Systems. provide-by-working-through-the-member-counties,-for-the-necessary ongoing-operation-and-management-of-the-Emergency-Medical-Services-Systems-for-maximum-utilization-of-equipment,-facilities-and-service.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Coordinating Agency, herein referred to as "Agency". For the purpose specified in this Agreement the agency shall be an entity separate from the parties to this Agreement.

## ARTICLE II

### TERM

A. This Agreement shall become effective as of the date upon which all member counties have approved it and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. Any signator-to-this-Agreement See Art.V may-withdraw-by-giving-written-notice-to-all-the-other-signators-at-least-six-(6) months-prior-to-the-end-of-the-fiscal-year-in-which-such-notice-is-given.--Withdrawal shall-be-effective-sixty-(60)-days-from-the-date-of-notice-unless-otherwise-specified in-this-Agreement.

B. Upon termination of this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement; after payment of all liabilities, cost expenses and charges incurred under this Agreement shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor agency.

ARTICLE III  
GENERAL POWERS

A. Board of Directors

1. The Agency shall be governed by a Board of Directors herein referred to as "Board", composed of 9 12 voting members as follows: One (1) member of the Board of Supervisors of each county except Sacramento County which shall have two (2) members and three (3) members of the Sacramento Sierra Hospital Association Board of Directors one of whom represents a rural hospital. Each such JPA member shall be selected by and serve at the pleasure of the Board represented by such member.

2. Each appointing authority may make provision for the appointment of alternate members, who need not be supervisors, as it deems necessary. Such alternate may vote in the place of an absent voting member if so authorized by the appointing authority. Each member shall have an equal vote.

3. In addition to the voting members ~~the Director of the Sacramento County Health Department and~~ a member of each county's emergency medical care committee shall be non-voting, ex-officio members.

4. The agency shall have a full or part-time licensed physician and surgeon with experience in emergency medicine, as Medical Director to provide medical control and to assure medical accountability for those functions specifically designated to the agency by this agreement. Such physician may act as the physician designated pursuant to the Act by member counties and counties with whom the Agency contracts for such services.

5. The agency may employ a Regional Administrator and fix his salary. He shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Regional Administrator to employ staff to fill positions established by the Board.

6. The Board of Directors of the Agency shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in

each calender quarter of a year. One of these meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreements shall take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each party hereto. Notice of meetings shall be made at least one week in advance of said meetings.

7. The Regional Administrator of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each County.

8. A majority of the voting membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members present shall be required for the approval of any resolution as to which action of the Board is required.

9. Any vacancy of a regular member shall be filled by the Authority which made the appointment of the member.

10. Members of the Board shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred when on official duty for the Agency unless otherwise specified. No member of the Board may be compensated for any service to the Agency except as provided in this section.

11. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

#### B. Fiscal Management

The County of Sacramento is designated as Treasurer and Auditor by each member county to act on behalf of the Agency and to be responsible for fiscal

management under the terms of this agreement. Said county shall be entitled to receive project indirect costs as agreed upon between the Joint Powers Board and Sacramento County.

C. Contracts

In order to achieve the purpose of this agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this agreement and any renewals thereof.

D. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the member counties and Sacramento Sierra Hospital Association. Expenses incurred shall not include travel expenses or per diem allowances for board members. Said expenses or allowances shall be borne by each county. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workmen's Compensation Insurance.

E. Grants

The Agency may, with member county approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

F. Rules

The Board of Directors of the Agency shall adopt rules for the governing of the Agency and for the conducting of the business of the Board. Such rules shall

make provision for an annual independent audit. Such rules shall also provide for the operation of Agency Programs including the compensation and privileges of the employees of the Agency, including control of travel and travel expenses at rates established by the agency. Such rules shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The Board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year and shall also appoint a Secretary who need not be a member of the Board.

G. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Sacramento.

ARTICLE IV

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency Designation

The Agency is authorized to act as the Local EMS Agency ~~for each of the counties signator to this Agreement. It shall so act with respect to each county designating it as local EMS Agency but~~ only with respect to the areas of responsibility set forth in the designation executed by such county, it being further understood that such county retain unto itself the authority to act as Local EMS Agency in all other areas of responsibility not specifically delegated to the Agency by this Agreement.

B. Agency Authorization

In the event any County designates the Agency to act as its Local EMS Agency in the areas of responsibility delineated in this Agreement, the Agency shall not



act as Local EMS Agency for such County until the County and the Agency have mutually agreed upon a method of financing the Agency's activities created by the designation.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signator to this Agreement, the Agency shall perform the following, all in accordance with the Act.

1. The Agency shall plan, coordinate, and evaluate the designated components of an emergency medical services system which that have been delegated by this Agreement in accordance with the appropriate provisions of the Act. ~~consisting-of-an-organized-pattern-of-readiness-and-response-services-based-on-public-and-private-agreements-and-operational-procedures.~~

2. The Agency is responsible for ~~implementation~~ medical control of advanced life support (EMT-P) systems and limited advanced life support (EMT-II) systems under its jurisdiction and for the monitoring of EMT-P and EMT-II training programs.

3. The Agency shall be responsible for determining that the operation of training programs at the EMT-I, EMT-II, and EMT-P levels are in compliance with the Act, and shall approve the training programs within its jurisdiction if they are found to be in compliance.

4. The Agency's Medical Director shall, in conjunction with the training institution, cause to be issued a certificate to an individual providing pre-hospital medical care, upon proof of satisfactory completion of an approved training program and passage of the examination for competence. Such certificate shall be renewed at least every two years through passage of an approved examination for competency.

5. The Agency's Medical Director shall, through the Base Hospital contract, cause to be designated physicians and nurses authorized to give orders and/or monitor EMT-II or Paramedic Personnel.



6. The Agency may develop a schedule of fees for testing and certification in an amount sufficient to cover the reasonable cost of administering the certification process. Such fees may be charged by the testing agency to defray testing and certification costs.

7. The Agency, with approval of the Joint-Powers-Beard County Health Officer may require additional training or qualifications which are greater than those ~~provided-in-the-Aet~~ currently in effect as a condition precedent for certification within the EMS area in an advanced life support or limited advanced life support pre-hospital care system.

8. The Agency may with the concurrence of the County Health Officer authorize an advanced life support or limited advanced life support programs which provide services utilizing EMT-II or EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital.

9. The Agency, using state minimum standards, shall establish policies and procedures to assure medical control of limited advanced life support (EMT-II) and advanced life support (EMT-P) personnel.

10. The Agency's Medical Director may place on probation, suspend, or revoke the approval of any training program under his jurisdiction for failure to comply with state law, regulation or regional contract.

11. The Agency's Medical Director may place on probation any certificate holder or suspend or revoke any certificate issued under its auspices in accordance with requirements of state law, regulation or policy.

11. ~~12.~~ The Agency shall ~~maintain-in-conjunction-with-the-Regional Communications-Committee-composed-of-county-communications-coordinators,~~ an-effective-communication-system through centralization of the FCC license, assure equitable distribution of frequencies between counties and adjoining regions.
12. ~~13.~~ The Agency shall develop guidelines, standards and monitor patient transfer to assure proper patient flow to medically appropriate facilities.
- ~~13.~~ 14. The Agency shall provide an organizational and committee structure which fosters interagency and interagency coordination and maintains an effective working relationship between individuals and groups.
14. ~~15.~~ The Agency shall provide liaison with county EMCCs, the HSA and providers to plan effective program variations which meet specific county, provider and patient needs.
15. ~~16.~~ The Agency shall periodically re-assess facilities to assure that listed treatment capability is current and adaptations modifications of triage and treatment guidelines ~~to-assure-they~~ reflect current medical practice.
16. ~~17.~~ The Agency shall perform Legislative activities on behalf of the member counties at the State and Local levels.
- ~~17.~~ 18. The Agency shall provide for data collection, analysis and dissemination to assure a factual basis for regional program activities.
18. ~~19.~~ The Agency shall evaluate Regional system effectiveness and service delivery to patients through patient care audits, monitoring of field treatment activities and patient disposition as it relates to their specific medical condition.
19. ~~20.~~ The Agency shall research availability of funds, institute applications where appropriate, and manage budget in accordance with regional policies and specific requirements of funding sources.
20. ~~21.~~ The Agency shall provide information to facilitate intercounty and interregional response and transport of patients.

21. 22. The Agency shall provide for the coordination of regional public education programs including public access, CPR and public relations for EMT-II.

22. 23. The Agency shall provide liaison and consultation between counties in coordination of disaster services as appropriate.

23. 24. The Agency shall comply with all other relevant requirements as stated in the Act.

24. 25. The Agency may, with Joint Powers Board approval, contract with any organization to provide any relevant service or function authorized by the Act.

25. 26. The Agency may have other powers and responsibilities authorized by the counties as delineated in the Act.

#### ARTICLE V

#### WITHDRAWAL

A. Any signator to this Agreement may withdraw by giving written notice to all the other signators at least six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective sixty (60) days from the date of notice unless otherwise specified in this Agreement.

A. The County withdrawing in accordance with Article II of this Agreement, agrees to continue to operate any radio station serving in whole or in part; any other member county retaining membership in the agreement until said radio equipment can be transferred to the adjacent county responsibility and arrangements made for its continued operation but continued operation by a terminating county shall not be required more than one hundred eighty (180) days after the date of termination.

B. Any fixed assets or property contributed to the Agency by the withdrawing county shall be returned to the withdrawing and other assets would be returned on a prorated basis.

C. The Board of Directors may permit a withdrawing county to retain emergency

medical care equipment secured through the Agency on its withdrawal if the Board determines that such equipment is needed for the medical care of residents of the withdrawing county. For situations arising that are not covered by the above guidelines, the withdrawing county and the Board of Directors of the Agency may enter into a contract settling the terms and conditions of withdrawal. A withdrawing county shall not be entitled to any further distribution of Agency property.

#### ARTICLE IX VI

##### FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

#### ARTICLE X VII

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

#### ARTICLE XI VIII

##### ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER

A. The Auditor-Controller of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors in any of the following cases:

- 1) Expenditures which have been authorized by purchase orders issued by

an officer of the Agency authorized and approved by the Board of Directors to make such purchases.

2) The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorized of the Board.

#### ARTICLE XII IX

A. This Agreement incorporates and supercedes the Agreement of June 14, 1978, by and between the counties of El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba. All rights, duties, liabilities, obligations and assets of the Sierra-Sacramento Valley Emergency Medical Services Coordinating Council pursuant to said Agreements are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services Coordinating Council pursuant to said Agreements are hereby ratified and confirmed. It is not the purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency Medical Services Coordinating Agency, but rather to amend its powers, and place it in compliance with requirements as stated in Part 1 of Division 2.5 (commencing with Section 1797) of the Health & Safety Code.

B. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this agreement upon the respective dates set forth after their signature.

COUNTY OF PLACER

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF SIERRA

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF YOLO

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF SUTTER

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF NEVADA

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF SACRAMENTO

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF EL DORADO

Chairman - Date of Approval  
Board of Supervisors

COUNTY OF YUBA

Chairman - Date of Approval  
Board of Supervisors



FILED

AUG 21 1981

PETE E. LUCAS

1 AGREEMENT NO. 81-185

2 (Agreement Amending Agreement No. 79-161  
3 Regarding Lease and License of  
4 Parachuting Facility)

5 THIS AGREEMENT, made and entered into this 18th day of August  
6 1981, by and between the COUNTY OF YOLO, a political subdivision of the State  
7 of California (hereinafter identified as "LANDLORD"), and GEORGE MORAR, dba  
8 PARACHUTES PLUS (hereinafter identified as "TENANT"),

9 W I T N E S S E T H:

10 RECITALS:

11 1. On April 10, 1979, LANDLORD and TENANT entered Agreement No. 79-161 pro-  
12 viding for the lease of certain property located within the Yolo County Air-  
13 port to TENANT as a site for TENANT'S parachuting operations, training facil-  
14 ities, storage, and sales facilities for parachute equipment and purposes  
15 reasonably related thereto.

16 2. LANDLORD and TENANT mutually desire to change the location of the leased  
17 premises, specify certain obligations of TENANT in respect thereto, and in all  
18 other respects to reaffirm the terms of Agreement No. 79-161.

19 3. The purpose of this amending agreement is to amend the terms of Agreement  
20 No. 79-161 so as to change the location of the leased premises and make other  
21 adjustments to TENANT'S obligations, all as stated hereinbelow.

22 AGREEMENTS:

23 1. In and for the mutual consideration of the amendments to Agreement No.  
24 79-161, as set forth hereinbelow, LANDLORD and TENANT mutually agree that  
25 Agreement No. 79-161 shall be amended as follows:

26 A. Agreement No. 1-A-(1) shall be amended to provide as follows:

27 Description: The real property leased hereby is described in  
28 Exhibit "A" as amended, attached hereto and incorporated herein  
by this reference, reserving and excepting therefrom the area  
within the taxiway and parking pad shown on Exhibit "A" as  
"Reserved for Public Use", which may be used by Tenants as an  
access route, but which shall be kept clear of all obstructions  
and shall be used by all public as a public way.



1 B. Agreement No. 2-A-(1) of Agreement No. 79-161 is hereby amended as  
2 follows:

3 Leased Property. TENANT hereby covenants to pay LANDLORD a monthly  
4 rent in the sum of \$255.40 which rent is due and payable on or before  
5 the 15th day of each calendar month for the preceding calendar month  
6 or portion thereof during the term of this lease; provided, however,  
7 TENANT may prepay any and/or all of said monthly installments.

8 C. Agreement No. 8 of Agreement No. 79-161 is hereby amended to provide  
9 as follows:

10 TENANT shall, at his own cost, keep and maintain the subject premises  
11 and appurtenances, and every part thereof, saving only public airport  
12 facilities, with exception of those on the leased premises, as dis-  
13 cussed hereinbelow, in good and sanitary order, condition, and repair,  
14 at least as good as existing at the date of execution hereof, normal  
15 wear and tear excepted. TENANT hereby waives all right to make  
16 repairs at the expense of LANDLORD as provided in Section 1942 of the  
17 California Code of Civil Procedure, and further waives all rights  
18 provided by Section 1941 of said Code. TENANT'S obligation to main-  
19 tain pursuant to this agreement shall commence upon execution of this  
20 agreement.

21 TENANT further shall provide janitorial and maintenance services to  
22 the public airport facilities located within the boundaries of the  
23 leased premises shown on Exhibit "A" hereof, and shall clean and  
24 maintain said premises in good and sanitary order and condition suit-  
25 able for use by the general public. TENANT shall not be required to  
26 make repairs to said public restrooms within the leased premises  
27 beyond such minor repairs as are associated with cleaning and mainte-  
28 nance service.

2. Term of Agreement. The term of this amending agreement shall be the term  
of the original Agreement No. 79-161, or any extensions thereof.

3. All other terms of Agreement No. 79-161, as amended by Agreement No.  
80-374, are hereby ratified and affirmed by the parties.

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
2 on the day and year first above set forth.

3  
4 COUNTY OF YOLO, a political subdivision  
of the State of California

5 The undersigned Deputy Clerk  
6 of the Board of Supervisors  
7 certifies that pursuant to  
8 Section 25103 of the Govern-  
9 ment Code, delivery of this  
10 document has been made to the  
11 Chairman of the Board of Sup-  
12 ervisor.

13  
14 PETE E. LUCAS Clerk  
15 BOARD OF SUPERVISORS

16 *Paula M. Cooper*  
17 Deputy

18 By: *Robert M. Clark*  
19 CHAIRMAN OF THE BOARD OF SUPERVISORS

20 PARACHUTES PLUS

21 By: *George Morar*  
22 GEORGE MORAR, GENERAL PARTNER

23 ATTEST:

24 PETE E. LUCAS  
25 CLERK OF THE BOARD OF SUPERVISORS

26 By: *Paula M. Cooper*  
27 deputy

28 (SEAL)

29  
30 APPROVED AS TO FORM:  
31 Charles R. Mark, County Counsel  
32 *Charles R. Mark*  
33 C. Lee Homes  
34 Senior Deputy County Counsel

ATTACHMENT "A"

LOT 24

## FIXED BASED OPERATIONS

AGREEMENT No. 74-88

14.92 Ac.

400'

LOT 23

COUNTY OF YOLO

3.21 Ac.

AIRPORT ACCESS ROAD (EXISTING)

400'

(Parachutes Plus)

LOT 22

3.21 Ac.

OT 22  
3.21 Ac.  
Taxiway - reserved for public use  
400.

400

YOLO COUNTY

DEPT. OF PUBLIC WORKS  
AUGUST 3, 1981 DRG

42

SCALE 1" = 100'

## CONTRACTOR'S COPY

THIS AGREEMENT, made and entered into this 10th day of August, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

AGREEMENT NO. 81-186

P.C. 823, DOE RIV

CONTRACTOR  
STATE AGENCY  
DEPT. OF GEN. SER.  
CONTROLLER  
CLEARED  
COG BAM  
DIST. — J

T/TA 9-18-81

TITLE OF OFFICER ACTING FOR STATE: Director AGENCY: Employment Development Department NUMBER: 8100-2809  
hereafter called the State, or CSOEO California State Office of Economic Opportunity

Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

## Amendment No. 1

That agreement pertaining to the securing of training and information which will  
enhance weatherization program operations, entered into on January 26, 1981.  
is hereby amended as follows:

1. In Article 8, the September 30, 1981 termination date is changed to December 31, 1981.
2. In Article 10 the last sentence of the first paragraph, "Allowable expenses shall be:", is changed to read "Providing PRIOR written authorization from CSOEO has been obtained allowable expenses shall be:"
3. The following sentence is added to Article 11.A: In addition to the vouchers or receipts required on the reverse of the CSOEO Form 51P, Contractor shall submit with each CSOEO Form 51P a copy of the agenda of the scheduled meeting(s)/workshop(s) for which reimbursement is being claimed.
4. Attachment B, SAMPLE Travel Expense Claim, is attached hereto and incorporated herein by reference.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA                                                                                                                                                                                    |  | AGREEMENT NO. CONTRACTOR                                                                                                                         |         |                         |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------------|-------------|
| AGENCY: <u>Employment Development Department</u><br><u>California State Office of Economic Opportunity</u>                                                                                             |  | CONTRACTOR OF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.:<br><u>Economic Opportunity Commission of Yolo County</u> |         |                         |             |
| BY AUTHORIZED SIGNATURE:<br><u>[Signature]</u><br>TITLE: <u>Deputy Director, CSOEO</u>                                                                                                                 |  | BY AUTHORIZED SIGNATURE:<br><u>[Signature]</u><br>TITLE: <u>Executive Director</u>                                                               |         |                         |             |
| ADDRESS:<br><u>442 College St. Woodland, CA 95695</u>                                                                                                                                                  |  |                                                                                                                                                  |         |                         |             |
| Department of General Services<br>Use ONLY                                                                                                                                                             |  | APPROPRIATION                                                                                                                                    |         | FUND                    |             |
| ENCUMBERED BALANCE                                                                                                                                                                                     |  | ITEM                                                                                                                                             | CHAPTER | STATUTES                | FISCAL YEAR |
| ADD. INCREASING ENCUMBRANCE                                                                                                                                                                            |  | FUNCTION                                                                                                                                         |         |                         |             |
| ADD. DECREASING ENCUMBRANCE                                                                                                                                                                            |  | LINE ITEM ALLOTMENT                                                                                                                              |         |                         |             |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.                                                          |  |                                                                                                                                                  |         | T.E.A. NO.              | B.R. NO.    |
| SIGNATURE OF ACCOUNTING OFFICER:<br><u>[Signature]</u>                                                                                                                                                 |  |                                                                                                                                                  |         | DATE:<br><u>9-2-81</u>  |             |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1204 have been complied with and this document is exempt from review by the Department of Finance. |  |                                                                                                                                                  |         |                         |             |
| SIGNATURE OF OFFICER ACTING ON BEHALF OF THE AGENCY:<br><u>[Signature]</u>                                                                                                                             |  |                                                                                                                                                  |         | DATE:<br><u>9-18-81</u> |             |

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.



## REQUEST FOR REIMBURSEMENT

SEE INSTRUCTIONS  
ON REVERSE SIDE

|                                                    |                                          |                                                        |          |
|----------------------------------------------------|------------------------------------------|--------------------------------------------------------|----------|
| CLAIMANT'S NAME<br><b>John Smith</b>               | SOC. SECURITY NO.<br><b>123-45-6789</b>  | (1) TRAVEL PERFORMED<br>MONTH <b>01</b> YEAR <b>81</b> | P.C. 823 |
| POSITION<br><b>Energy Coordinator</b>              | REGULAR WORK HOURS<br><b>0800 - 1700</b> | AGENCY NAME<br><b>AZZ, Inc.</b>                        |          |
| HEADQUARTERS ADDRESS<br><b>1011 Twelfth Street</b> |                                          | CITY<br><b>Podunk</b>                                  |          |
|                                                    |                                          | ZIP CODE<br><b>98765</b>                               |          |

| (2) DAY | (3) TIME     | (4) LOCATION WHERE EXPENSES WERE INCURRED | (5) SUBSISTENCE | (6) COST OF TRANS. | (7) TYPE OF TRANSPORTATION | (8) BETWEEN WHAT POINTS (INCL. AND RETURN IF ROUND TRIP) | (9) CAR/FEAR/ TOLLS/ PARKING | (10) PRIVATE CAR USE (MILES) | (11) AMOUNT | (12) REGISTRATION FEE | (13) TOTAL EXPENSES FOR DAY |
|---------|--------------|-------------------------------------------|-----------------|--------------------|----------------------------|----------------------------------------------------------|------------------------------|------------------------------|-------------|-----------------------|-----------------------------|
|         |              |                                           |                 |                    |                            |                                                          |                              |                              |             |                       |                             |
| 6       | 0600<br>1900 | Fresno                                    | 17.50           | 22.00              | PC                         | Podunk to Fresno and Return                              | 2.50                         | 20                           | 3.70        | 15.00                 | 60.70                       |
|         |              | ATTENDED XYZ WORKSHOP                     |                 |                    |                            | AGENDA ATTACHED                                          |                              |                              |             |                       |                             |
| 10      | 0830<br>1630 | San Francisco                             | 5.50            |                    | PC                         | Podunk to San Francisco and Return                       | 21.15<br>36.00               | 100                          | 18.50       |                       | 31.15                       |
|         |              | ATTENDED WEATHERIZATION SEMINAR           |                 |                    |                            | AGENDA ATTACHED                                          |                              |                              |             |                       |                             |
| 20      | 0900         | Los Angeles                               |                 | 60.00              | PC                         | Podunk to Los Angeles                                    |                              | 10                           | 1.85        | 25.00                 | 86.85                       |
| 21      |              | " "                                       | 50.00           |                    |                            |                                                          |                              |                              |             |                       | 50.00                       |
| 22      |              | " "                                       | 50.00           |                    |                            |                                                          |                              |                              |             |                       | 50.00                       |
| 23      | 1700         | " "                                       | 55.50           | 60.00              | PC                         | Los Angeles to Podunk                                    | 10.00                        | 10                           | 1.85        |                       | 127.35                      |
|         |              | ATTENDED MANAGEMENT TRAINING WORKSHOP     |                 |                    |                            | AGENDA ATTACHED                                          |                              |                              |             |                       |                             |

|                                                         |                                          |                 |                     |
|---------------------------------------------------------|------------------------------------------|-----------------|---------------------|
| (17) REMARKS OR DETAILS (ATTACH VOUCHERS WHEN REQUIRED) | 1) Airport Parking                       | 2) Bridge Tolls | 3) Downtown Parking |
| 4) Mileage to Airport & Return                          | 5) Registration Fees - Receipts Attached |                 |                     |

|                                   |             |                                               |        |
|-----------------------------------|-------------|-----------------------------------------------|--------|
| (18) CONSULTANT EXPENSE FIRM NAME | CITY, STATE | BASIS OF FEE                                  |        |
| Robert Smart & Co.                | San Jose    | 2 days @ \$150/day for Technical Assistance - | 300.00 |
|                                   |             | Invoice Attached                              |        |

(19) PRIVATE CAR LICENSE NUMBER

123 ABC

I HEREBY CERTIFY That the above is a true statement of the travel expenses incurred by me.

Signature of Director (or authorized designee)

W. Wallace Winkle

Signature of claimant

John Smith

Date

2/5/81

## STANDARD AGREEMENT

STATE OF CALIFORNIA  
P. C. 2 (REV. 11/75)

## CONTRACTOR'S COPY

☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. SER.  
☐ CONTROLLER  
☐ CLEARED  
☐ COPIED  
☐ DIST. 5-1  
10-16-81

THIS AGREEMENT, made and entered into this 20th day of July, 1981,  
 in the State of California, by and between State of California, through its duly elected or appointed,  
 qualified and acting

P.C. 814

|                                                             |                                                                                        |                            |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------|
| TITLE OF OFFICER ACTING FOR STATE<br><b>Director, CSOEO</b> | AGENCY <b>Employment Development Dept.<br/>California State Office of Econ. Oppty.</b> | NUMBER<br><b>8100-4939</b> |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------|

hereafter called CSOEO, and Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish CSOEO services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Section 222(a)(12) of the Economic Opportunity Act of 1964, as amended (42 USCA 2809(a)(12)), to implement energy conservation programs to assist low-income persons, particularly the elderly and handicapped, in order both to aid those persons least able to afford higher costs of all forms of energy and to conserve needed energy;

NOW, THEREFORE, the parties hereby agree as follows:

FILED

NOV 24 1981

PTT E. LUCAS, Clerk of the  
 BOARD OF SUPERVISORS  
 BY Gemma M. LaRue  
 DEPUTY

The provisions on page two constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

|                                                                                                                                                                                                        |  |                                                                                                                        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|--|
| STATE OF CALIFORNIA                                                                                                                                                                                    |  | AGREEMENT NO. CONTRACTOR <u>81-187</u>                                                                                 |  |
| AGENCY <b>Employment Development Department,<br/>California State Office of Econ. Oppty.</b>                                                                                                           |  | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION)<br><b>Econ. Oppty. Commission of Yolo County</b> |  |
| BY (AUTHORIZED SIGNATURE)<br><u>Joseph Alvar</u>                                                                                                                                                       |  | BY (AUTHORIZED SIGNATURE)<br><u>Philip Smith</u>                                                                       |  |
| TITLE<br><b>Director, CSOEO</b>                                                                                                                                                                        |  | TITLE<br><b>Executive Director</b>                                                                                     |  |
| ADDRESS<br><b>442 Collene Street, Woodland, CA 95695</b>                                                                                                                                               |  | ADDRESS                                                                                                                |  |
| AMOUNT ENCUMBERED<br><b>\$5,201.00</b>                                                                                                                                                                 |  | APPROPRIATION<br><b>Sec 1555 U.I. Code</b>                                                                             |  |
| UNENCUMBERED BALANCE                                                                                                                                                                                   |  | FUND<br><b>Unemploy Admin</b>                                                                                          |  |
| INCREASING ENCUMBRANCE                                                                                                                                                                                 |  | ITEM<br><b>CHAPTER</b>                                                                                                 |  |
| DECREASING ENCUMBRANCE                                                                                                                                                                                 |  | STATUTES<br><b>80/81</b>                                                                                               |  |
| FUNCTION<br><b>Weatherization</b>                                                                                                                                                                      |  | LINE ITEM ALLOTMENT<br><b>98149-832-03900</b>                                                                          |  |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.                                                          |  | T.B.A. NO.                                                                                                             |  |
| SIGNATURE OF ACCOUNTING OFFICER<br><u>Geanette M. LaRue</u>                                                                                                                                            |  | DATE<br><b>9-25-81</b>                                                                                                 |  |
| I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance. |  | SIGNATURE OF DEPARTMENT OF FINANCE<br><u>C. A. Mastrovich</u>                                                          |  |
| DATE<br><b>10-8-81</b>                                                                                                                                                                                 |  | DATE<br><b>10-8-81</b>                                                                                                 |  |

Department of General Services  
 Use ONLY

Department of General Services  
**APPROVED**

**OCT 13 1981**

BY Joseph Alvar

Asst. Chief Counsel



1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. The term of this agreement shall be from July 20, 1931, through December 31, 1931.
  9. The total amount payable by CSOEO to Contractor shall not exceed \$ 5,201, as specified in the budget attached hereto as Attachment A and incorporated herein by reference.
  10. Contractor may request an initial advance payment of \$ 415, an amount not exceeding its estimated costs for performance during the first two months of this agreement. Thereafter, Contractor shall submit monthly invoices in arrears by the 15th day of the following month. The initial advance to the Contractor shall be limited to the minimum amounts needed for the initial two months and shall be limited to be in accord only with the actual, immediate cash requirements of Contractor in carrying out the purpose of this agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Contractor for authorized costs under this agreement as set forth in Attachment A. Advances will be liquidated at the discretion of CSOEO.
- Reimbursement of any month's expenditures will only be made if CSOEO has also received the Monthly Program Status Report, CSOEO Form 29P, which is attached hereto as Attachment E and is incorporated herein by reference, and the supporting CSOEO Form(s) 29P.
11. Contractor agrees to the following provisions:
    - a. Documentation procedures shall be established to ensure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is the dwelling of a family unit:
      - (1) Whose income is at or below the poverty level set forth below:

| <u>Family Size</u> | <u>Nonfarm Family</u> | <u>Farm Family</u> |
|--------------------|-----------------------|--------------------|
| 1                  | \$ 5,388              | \$ 4,600           |
| 2                  | 7,113                 | 6,063              |
| 3                  | 8,838                 | 7,525              |
| 4                  | 10,563                | 8,988              |
| 5                  | 12,288                | 10,450             |
| 6                  | 14,013                | 11,913             |

(For family units with more than six members, add \$1,725 for each additional member in a nonfarm family, and \$1,463 for each additional member in a farm family.)

Each applicant shall be required to sign a Low-Income Energy Conservation Program Client Intake Form (CSOEO Form 29P).

- b. Contractor shall inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive rehabilitation. If the dwelling unit is ineligible because of the need for extensive repair, the low-income applicant for weatherization assistance should be referred to the local Housing and Community Development organization, U.S. Farmers Housing Administration, housing loan program, etc.

If the applicant can get the necessary repairs accomplished, insulation may be installed as part of that repair work.

- c. Except as provided below, only weatherization materials which meet or exceed the Standard for Weatherization Materials, attached hereto as Attachment B and incorporated herein by reference, shall be purchased with funds provided under this agreement. Weatherization materials for which standards do not exist in Attachment B may be approved for use in a weatherization project by CSOEO. A weatherization project under this agreement shall include the following for each dwelling weatherized: (1) an OMB No. 33-R0193, Building Weatherization Report; and (2) a CSOEO Form P36, Weatherization Plan Worksheet, plus the approaches to weatherization, including the energy conservation techniques contained in either (a) Project Retro-Tech, utilizing the Project Retro-Tech Job Book or (b) CSA Pamphlet 6143-6, copies of which can be obtained from CSOEO upon request.
- d. Priority shall be given to identifying and providing weatherization assistance to elderly and handicapped low-income persons, as specified in Attachment C, attached hereto and incorporated herein by reference.
- e. To the maximum extent practicable, Contractor will secure the services of volunteers, training participants, and public service employment workers pursuant to CETA to work under the supervision of qualified supervisors and foremen.
- f. To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local, or privately-funded programs in order to improve thermal efficiency and to conserve energy.

g. Rental Units

- (1) No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his/her agent and the tenant on a Weatherization Service Agreement--Rental Units Form (CSOEO Form 37P), attached hereto as Attachment F and incorporated herein by reference.
- (2) Contractor may weatherize a building containing rental dwelling units where not less than 66 percent of the dwelling units in the building: (a) are eligible dwelling units (as defined in Article 11.A); (b) will become eligible dwelling units within 180 days under a federal program for rehabilitating the building or making similar improvements to the building.

Contractor shall certify unit eligibility by completing a CSOEO Form 29P Client Intake Form for each dwelling unit in each building. Certification by the owner/manager of the building/complex is not acceptable. A CSOEO Form 75P shall be completed for each building weatherized.

The amount of funds that can be expended on such a dwelling is limited to the number of eligible units times the maximum expenditure per unit.

For example, if a 100-unit building contains 80 units occupied by eligible families and 20 units by ineligible families:

- (a) The building can be weatherized under the 66 percent criterion, either only the eligible units or all units in the building;
  - (b) \$25,000 is the maximum which can be spent on all units and common areas within the constraints of Article 11.m.
  - (c) If all 100 units in the building are weatherized, 100 units shall be reported as completed units.
- h. Allowable expenditures for weatherization materials include only the following costs:
- (1) Purchase of weatherization materials;
  - (2) Transportation of weatherization materials, tools, equipment, and work crews to any storage site and to the site of weatherization work;
  - (3) Minor adjustments and repair of heating systems or replacement of dangerous heating sources;
  - (4) Maintenance, operation, and insurance of vehicles used to transport weatherization materials;
  - (5) Reasonable costs of tools and equipment;
  - (6) Taxes related to other allowable expenditures for weatherization materials;
  - (7) Insurance as specified in Item k; and
  - (8) Salary and fringe benefits for supervisor/foreman. Individual salary of more than \$13,000 per annum requires a specific waiver from CSOEO/CSA, per OEO Instruction 6903-1. If such waiver has previously been approved by CSA Region IX, contractor shall forward a copy of such approval to CSOEO.

i. Allowable Administrative Expenditures

Administrative funds are provided as indicated in Attachment A, Budget. Allowable administrative expenses shall include but are not limited to a prorated share of the overhead expenses, such as office space, telephone, postage, office supplies, audit, etc. Any labor expenses necessary to carry out a weatherization project under this agreement are allowable administrative expenses.

- j. The attainment of the nonfederal share requirement as set forth in Attachment A shall be reported in September and December, 1981. CSOEO Form 55P, Statement of Inkind Contribution, attached hereto as Attachment G and incorporated herein by reference, shall be utilized for this reporting. (Ref. CSA Instruction 6143-1a, 6300-6, and CSA Notice 6143-6.)
- k. To have in effect and to maintain public liability and property damage insurance, including but not limited to, premises and automobiles, with minimum liability limits of Three Hundred Thousand Dollars (\$300,000) for bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars (\$300,000) resulting from any occurrence. Said policy shall provide that 30 days' written notice to CSOEO, Employment Development Department, shall be required before cancellation or material change of any of the terms of the policy.
- l. No funds under this agreement shall be used for any of the following purposes:
  - (1) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed; or
  - (2) To purchase cosmetic items.
- m. Cost of weatherization materials provided under this agreement shall not exceed \$250 in the case of any dwelling unit.
- n. The Comptroller General of the United States and his/her designee, and CSOEO shall have the right to monitor and evaluate energy conservation projects under this agreement through on-site inspections, or through other means, in order to ensure the effective provision of services to low-income persons. The Comptroller General of the United States and his/her designee, the Director, U.S. Community Services Administration and his/her designee, and CSOEO shall have access for the purpose of audit and examination to any of Contractor's books, documents, papers, information, and records of any energy conservation services provided under this agreement.
- o. Contractor shall keep such records as the Community Services Administration shall require, including records which fully disclose the amount and disposition of the funds received under this agreement, the total cost of an energy conservation project, the source and amount of funds for such project or program not supplied by the CSA, and such other records as the CSA deems necessary for an effective audit and performance of evaluation. Such record keeping shall be in accordance with OMB Circular A-102 and the regulations promulgated by the CSA.

(1) Contractor shall furnish CSOEO with the following reports on a monthly basis, on forms furnished to Contractor by CSOEO:

- (a) Monthly Report of Costs and Status of Cash (CSOEO Form 30P).
- (b) Monthly Program Status Report (CSOEO Form 28P). The payment of Contractor's Monthly Invoice (CSOEO Form 30P) is contingent upon receipt of the Monthly Program Status Report, and, as applicable, the supporting CSOEO Form(s) 29P. Attachment E, Monthly Program Status Report, CSOEO Form 28P, is attached hereto and incorporated herein by reference.

Each of these reports, even if there is no activity to report, will be due no later than the 15th day of the month following the month being reported. (Report "0" if no activity.)

- (c) Low-Income Energy Conservation Program Client Intake Form (CSOEO Form 29P). The original white copy is to be submitted subsequent to the eligible dwelling being completely weatherized.
- (2) Incomplete CSOEO Forms 29P will be returned to Contractor, and reimbursement will be withheld until complete forms are returned.
- (3) Contractor shall submit to CSOEO ten (10) percent of the total number of Building Weatherization Reports, OMB No. 33-B0193, completed during the term of this contract. These reports shall be forwarded, as completed, to CSOEO every 60 days.

A ONE-MONTH DELINQUENCY IN MEETING THESE REPORTING REQUIREMENTS MAY RESULT IN TERMINATION OF THIS AGREEMENT.

- p. Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC shall exist of at least 51 percent poor persons and shall include representatives of the local governments and other resource agencies within the community served as well as representative(s) of the local public/private utility and/or local fuel suppliers. The PAC's functions shall be as set forth in CSA Pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).
- q. To include public relations credit to the State of California and the Community Services Administration in all press releases, news conferences, and radio or television presentations pertaining to the activities carried out under this agreement and any subcontract based upon this agreement.
- r. Final Audit Report

The Contractor shall submit to CSOEO within one (1) year after the termination of this agreement three copies or an



audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, licensed by the State of California, to perform this required audit.

Public Contractors and their delegate agencies may be surveyed and audited by public auditors such as city, county, or state audit organizations. Public audit agencies do not include organizations whose prime function is to preaudit vouchers prior to payment.

Audits shall be conducted in conformance with the standards set forth in CSA Manual 2410-1, Audit Guide.

- s. Where Contractor can demonstrate an inability to mobilize the required twenty percent nonfederal share, Contractor shall be eligible for consideration for a waiver of that part of the required amount which Contractor cannot provide. Contractor shall use the procedures described in CSA Instruction 6802-5a to document the lack of resources. This documentation shall be submitted to CSOEO for approval processing.
- 12. Either party may terminate this agreement effective 30 days after written notice to other party. In such event, Contractor shall be paid for its actual allowable costs in accordance with the terms of this agreement up to the time the termination notice becomes effective.
- 13. GENERAL CONDITIONS:
  - a. Property. No funds under this agreement may be expended or costs incurred for the purchase of real property except as in accordance with regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO Instruction 7001-01a. Contractor shall submit to CSOEO--for prior approval--all requests for property purchases under this contract.
  - b. Discrimination Prohibited. No person in the United States shall, on the grounds of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination under this agreement. CSOEO and Contractor will comply with the regulations promulgated by the Director of CSA, pursuant to the Civil Rights Act of 1964, and pursuant to the Community Services Act of 1974.
  - c. Discrimination in Employment Prohibited. In all hiring or employment made possible by or resulting from this agreement, Contractor: (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; and (2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. This requirement shall apply to, but not be limited to, the



following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with all applicable statutes and executive orders, including enforcement provisions as implemented by, but not limited to, CSA directives.

- d. Religious Institutions. Contractor shall ensure that any part of the approved program that is conducted by a church or church-related institution is entirely nonsectarian in content and purpose and that CSA directives on grants and delegations to churches or church-related institutions are satisfied.
- e. Patents. Any discovery or invention arising out of or developed in the course of work aided by this agreement shall be promptly and fully reported to the Director of CSA for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- f. Reports, Records, and Inspections. Contractor shall submit financial, program progress, evaluation, and other reports as required by CSA directives, and shall maintain such property, personnel, financial, and other records and accounts as are deemed necessary by CSA to assure proper accounting for all program funds. Contractor shall permit onsite inspections by CSA representatives and shall effectively require employees and board members to furnish such information as, in the judgement of the CSA representatives, may be relevant to a question of compliance with conditions of the agreement, CSA directives, or the effectiveness, legality, and achievement of the program. All agreement records will be made available to the authorized representatives of CSA or the Comptroller General of the United States and will be retained for three years after the expiration of this agreement unless permission to destroy them is granted by the Director of CSA.
- g. Covenant Against Contingent Fees. Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this funding action upon an agreement or understanding for commission, percentage, brokerage, or contingent fee or to seek other remedies as may be legally available.
- h. Suspension and Termination. The Director of CSA may, in accordance with published regulations, require CSORO to suspend or terminate this agreement in whole or in part for cause, which shall include: (1) failure or unwillingness of the Contractor to comply with the approved program including attached conditions, with applicable statutes and executive

orders or with such CSA directives as may become generally applicable at any time; (2) submission by Contractor to CSA of reports which are incorrect or incomplete in any material respect; (3) ineffective or improper use of federal funds by Contractor; (4) making any change which significantly impairs the representative character of the Contractor's policy-making body or the Contractor's capacity to enlist community support; and (5) failure of Contractor either to adequately monitor and evaluate program activities delegated to other agencies or to provide effective guidance to such agencies in carrying out the purpose and activities of the portions of the approved program delegated to them. No suspension or termination will affect any expenditure or legally binding commitments made prior to receiving notice if such commitments were made in good faith and not in anticipation of termination and are otherwise allowable. Funds shall not be treated as committed for this purpose solely by virtue of this agreement. Upon suspension or termination, the disposition of unexpended federal funds and property purchased with program funds will be subject to CSA direction.

- i. Contractor shall submit to CSOEO requests for any desired transfer of funds among Program Accounts 21 through 25. The requests shall be set forth on the applicable forms in conformance with CSA instruction 6710-1, Change 11.
14. This agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.
15. Should this contract budget total exceed \$7,000.00, Contractor's performance under this agreement shall be officially evaluated per the State Administrative Manual § 1218. This evaluation shall be maintained by the State for inspection at any time by any State agencies making evaluations or desiring information on Contractor's record with the State.
16. Contractor agrees to complete and forward to CSOEO, within 30 days following the termination date of this agreement, a close-out package accompanied by all unexpended funds.

ATTACHMENT A

Budget

|                           |          |                       |
|---------------------------|----------|-----------------------|
| Contract Total            | \$ 5,201 | Maximum               |
| Administration            | 254      | Maximum -             |
| PA21 Weatherization       | 4,947    | No Minimum<br>Maximum |
| Nonfederal Share Required | 738      | Minimum               |

## STANDARDS

Insulation--Mineral fiber,  
material or product

Blanket/batt  
Board  
Duct material  
Loose fill

Conformance to F.S. NH-1-521E and ASTM C655-70  
Conformance to F.S. NH-1-520C and ASTM C612-70 or C726-72  
Conformance to F.S. NH-1-558B  
Conformance to F.S. NH-1-1080A and ASTM #764-73

## Insulation--Mineral cellular

Aggregate board  
Cellular glass  
Perlite  
Vermiculite

Conformance to F.S. NH-1-520D  
Conformance to F.S. NH-1-551E and ASTM C552-73  
Conformance to F.S. NH-1-574A and ASTM C540-73  
Conformance to F.S. NH-1-585B and ASTM C516-67

## Insulation--Organic fiber

Cellulose--Type I  
Cellulose--Type II

Conformance to F.S. NH-1-515D and ASTM C739-73 (loose fill)  
Conformance to ASTM C739-73 (loose fill) and fire safety requirements

Vegetable  
Board and block

Conformance to F.S. NH-1-528D and fire safety requirements  
Conformance to F.S. LLL-1-535A and ASTM C208-72 and fire safety requirements

## Insulation--Organic cellular

Polystyrene board

Conformance to F.S. NH-1-524B and ASTM C578-69 and fire safety requirements

Urethane board

Conformance to F.S. NH-1-530A and ASTM C591-69 and fire safety requirements

Flexible unicellular

Conformance to F.S. NH-1-573D and ASTM C534-70 and fire safety requirements  
Conformance to F.S. NH-1-1252A

## Insulation--Air Spaces:

Reflective

## Storm Windows:

Aluminum frame  
Wood frame  
Rigid Vinyl frame

Equivalent to ANSI A134.3-1972  
Conformance to Sec. 3 ANMA Industry Standard I.S.2-73  
Conformance to NBS Product Standard P376-70 and performance guarantee  
Required minimum thickness 6 mil (0.006 in.)

Frameless plastic glazing

Required minimum thickness 6 mil (0.006 in.)  
Equivalent to ANSI A134.4-1972

## Storm Doors:

Aluminum  
Wood  
Pine  
Fir, hemlock, spruce  
Hardwood veneered  
Rigid vinyl

Conformance to Sec. 3 of ANMA I.S.2-73  
Conformance to Sec. 3 of ANMA I.S.2-75  
Conformance to Sec. 3 of ANMA I.S.1-73  
Conformance to NBS Product Standard P376-70 and performance guarantee

Caulks and sealants

Commercial availability

Weatherstripping

Commercial availability

Vapor barriers

Commercial availability

Clock thermostats

Commercial availability

Skirting

Commercial availability

Items to improve attic ventilation

Commercial availability

Materials used as a patch to reduce infiltration through the building envelope

Commercial availability

Water Flow Controllers

Commercial availability, but not to exceed \$5.00

Replacement of oil burners

UL 296/ANSI Z 95.2-1974 "Oil Burners" and ANSI Z 91.2-1976, entitled "Performance Requirements for Automatic Pressure Oil Burners of the Mechanical-Draft Type."

## Notes

<sup>1</sup> F.S. means Federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407

<sup>2</sup> For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE

(EP Doc. 80-6187 filed 2-26-80; 8:45 a.m.)

CSOEO-LCWP 5/81

ATTACHMENT C

Agency Goals

Priority Populations to be Served

|                                | Number   |
|--------------------------------|----------|
| Total Houses to be Weatherized | <u>4</u> |
| • Elderly                      | <u>2</u> |
| Handicapped                    | <u>1</u> |



## SECTION III - STATUS OF CASH

- A. Total cash received to date from CSOEO (including advances): \$ \_\_\_\_\_
- B. Total cash requested in previous monthly reports (CSOEO Form 30p) but not received: \$ \_\_\_\_\_
1. Subtotal (A + B): \$ \_\_\_\_\_ (SUBTOTAL 1)
- C. Cumulative Costs (Column 5 total from page 1): \$ \_\_\_\_\_
- D. Net advances outstanding to your delegate agencies (if any): \$ \_\_\_\_\_
- E. Anticipated total cash needed for the two months following the report month: \$ \_\_\_\_\_
2. Subtotal (C + D + E) or Budget Total (Column 1, Section II, page 1), whichever is less: \$ \_\_\_\_\_ (SUBTOTAL 2)
- F. Cash Deficiency or Surplus (Subtotal 1 minus Subtotal 2): \$ \_\_\_\_\_
- G. Cash Requested (Round off): \$ \_\_\_\_\_

## SECTION IV - REMARKS

(Attach additional sheets as needed)

## SECTION V - CERTIFICATION

I certify that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the contract.

TYPE NAME AND TITLE

SIGNATURE

DATE

PHONE

## FOR CSOEO USE ONLY:

APPROVED FOR PAYMENT: CALIFORNIA SOEO

 AUTHORIZED SIGNATURE  
 03503- 814



**CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY**  
**Monthly Program Status Report**

|                   |                   |                                                   |                                                                            |
|-------------------|-------------------|---------------------------------------------------|----------------------------------------------------------------------------|
| Contractor's Name | Contract No./Nos. | Report Period                                     | Date of Report                                                             |
|                   |                   | Mo. <input type="text"/> Yr. <input type="text"/> | Mo. <input type="text"/> Day <input type="text"/> Yr. <input type="text"/> |

## Section I - Services

|                                    | Weatherization<br>DOE | Crisis<br>Interv.<br>P.A. 22 | Consun.<br>Ed.<br>P.A. 23 | Altera.<br>Energy<br>P.A. 25 |
|------------------------------------|-----------------------|------------------------------|---------------------------|------------------------------|
| 1. Total Persons Assisted          |                       |                              |                           |                              |
| a. Elderly                         |                       |                              |                           |                              |
| b. Migrant/Seasonal Farmworker     |                       |                              |                           |                              |
| c. American Indian                 |                       |                              |                           |                              |
| d. Handicapped                     |                       |                              |                           |                              |
| 2. Total Dwellings Weatherized     |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| a. Owner-occupied                  |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| b. Single Family Rentals           |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| c. Multi-family Rentals            |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| d. Elderly h.o.h.                  |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| e. Migrant/Seasonal worker h.o.h.  |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| f. American Indian h.o.h.          |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| g. Handicapped h.o.h.              |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| 3. Number of Air-Conditioned Units |                       | XXXXX                        | XXXXX                     |                              |
| 4. Number of Partial Completions   |                       | XXXXX                        | XXXXX                     | XXXXX                        |
| 5. Number of Backloged Eligibles   |                       | XXXXX                        | XXXXX                     | XXXXX                        |

## Section II - Labor

|                                        | (hours) |       | XXXXX | XXXXX | XXXXX |
|----------------------------------------|---------|-------|-------|-------|-------|
| 1. CETA                                |         |       | XXXXX | XXXXX | XXXXX |
| 2. CETA Paralelism this month (number) |         |       | XXXXX | XXXXX | XXXXX |
| 3. CETA Wages this month (total)       |         |       | XXXXX | XXXXX | XXXXX |
| 4. DOE-paid On-Site Superv. (number)   |         | XXXXX | XXXXX | XXXXX | XXXXX |
| 5. DOE-paid On-Site Superv. (wages)    |         | XXXXX | XXXXX | XXXXX | XXXXX |
| 6. DOE-paid Crew Workers (number)      |         | XXXXX | XXXXX | XXXXX | XXXXX |
| 7. DOE-paid Crew Workers (wages)       |         | XXXXX | XXXXX | XXXXX | XXXXX |
| 8. CSA-paid Coordinator (wages)        | XXXXX   |       |       | XXXXX | XXXXX |
| 9. CSA-paid. Supv./Admin Mems. (wages) | XXXXX   |       |       |       |       |

## Section III - Installed Materials Costs

|                                     |  |       |       |       |
|-------------------------------------|--|-------|-------|-------|
| 1. Infiltration-Reducing Materials  |  | XXXXX | XXXXX | XXXXX |
| 2. Structural Ducting               |  | XXXXX | XXXXX | XXXXX |
| 3. Glazing                          |  | XXXXX | XXXXX | XXXXX |
| 4. Insulation                       |  | XXXXX | XXXXX | XXXXX |
| 5. Storm Windows                    |  | XXXXX | XXXXX | XXXXX |
| 6. Storm Doors                      |  | XXXXX | XXXXX | XXXXX |
| 7. Insulation                       |  | XXXXX | XXXXX | XXXXX |
| 8. Ventilation                      |  | XXXXX | XXXXX | XXXXX |
| 9. Other                            |  | XXXXX | XXXXX | XXXXX |
| 10. Average Materials Cost/Dwelling |  | XXXXX | XXXXX | XXXXX |

- Instructions on Back -

HEADINGS

Name: Enter enough of agency name to identify agency. "CETA Office" or "HCC" is not adequate.

Report Period: Enter numeric digits identifying month being reported, e.g., 01 for January and the last two digits of the calendar year, e.g., 80, 81, etc.

Date of Report: Date report is prepared. Same procedure as above, except also enter day of month.

Section I

1. The combined data listed in a, b, c, and d may exceed the total.
2. APPLICABLE to BOTH WEATHERIZATION AND ALTERNATE ENERGY PROJECTS. Completions only.
2. d, e, f, g - H.O.H. = Head of Household
4. Number of dwellings started but not fully weatherized at month's end. Should not be included in Section I, Items 1 and 2.
5. Number of applicants that were found to be eligible but whose residences have not been worked on yet.

Section II - Labor

1. Total hours worked by all weatherization CETA employees during the report month.
2. Total number of CETA employees involved in weatherization during the report month.
3. Include all work hours paid for, including any wage supplements. Do not include protected administrative, clerical, bookkeeping, or other wages/salaries that should be properly classified as administration expenses.
4. Total number of weatherization on-site supervisors on payroll during the report month.
5. Total wages paid to on-site supervisors, including fringe benefits.
6. Total number of weatherization crew members on DOE payroll during the report month.
7. Total DOE wages paid to weatherization crew members, including fringe benefits.
8. Total CSA wages and fringes paid to energy coordinator during the report month.
9. Total CSA wages and fringes paid to on-site supervisors during the report month.

Section III - Installed Materials Costs

- Items 1-8. Enter the dollar value of the various types of materials installed in completed homes during the report month.
9. Enter the dollar value of other materials/devices installed in completed homes during the report month.
  10. Divide the total dollar value of the installed materials as entered in Section III Items 1 through 8 by the number of dwellings weatherized during the report month as listed in Section I, item 2 to obtain the average materials cost per dwelling.

NOTES: 1. Enter zeros where applicable -- open spaces always raise the question of "zero or omitted entry?"

2. Entries in Section II, items 4 through 7 must be as a result of written CSO/DO approval for listed positions.

## WEATHERIZATION SERVICE AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between \_\_\_\_\_, hereinafter referred to as "Landlord", the \_\_\_\_\_, hereinafter referred to as "LAA", and \_\_\_\_\_, hereinafter referred to as "Tenant".

WHEREAS, the LAA is the local community agency administering weatherization projects, constrained by the rules and regulations issued by the funding source(s) thereunder; and

WHEREAS, Landlord is the owner of a dwelling that is rented to eligible persons, hereinafter referred to as "Tenants", and said dwelling has been determined by the LAA to be in need of weatherization; and

WHEREAS, Landlord desires to receive the benefits of the weatherization project for the dwelling he is renting to Tenant for the benefit of Tenant and for the long-term improvement of the dwelling; and

WHEREAS, Tenant desires to have the rented dwelling receive the benefits of the weatherization project and has completed the necessary application for such services:

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Location - Landlord is the owner of a rented dwelling located at \_\_\_\_\_, CA \_\_\_\_\_.
2. Tenant - Tenant is currently renting said dwelling from Landlord on a monthly rental of \$ \_\_\_\_\_ per month.

Permission to Enter and Perform

Homeowner further hereby gives permission for LAA, its officers, agents, and employees to enter the above-referenced residence and to perform the following work as a part of the Low-Income Energy Conservation Program:

\_\_\_\_\_ General weatherstripping which may include but is not limited to providing and installing door and window weatherstripping, glazing, caulking, sealing, and painting as required to stop weather infiltration.

\_\_\_\_\_ General insulation which may include, but is not limited to, providing and installing batt or blown insulation, water heater insulation, duct insulation, surface insulation, and banking. Also, work normally related to the installation of said insulation such as attic venting, installation of baffles, and provision of access.

FILED

AUG 28 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY *Pete E. Lucas*  
DEPUTY

AGREEMENT NO. 81-188

(Joint Exercise of Powers Agreement for the Exercise of Powers Relating to Administrative Advisers, Legal Counsel, and the Powers and Duties of the County Counsel)

THIS AGREEMENT, dated for convenience June 17, 1981, by and between the following parties:

1. The County of Yolo, a political subdivision of the State of California (COUNTY) through its Board of Supervisors and County Counsel;

2. The County Board of Education of the County of Yolo, a County Board of Education, (BOARD);

3. The County Superintendent of School of the County of Yolo (COUNTY SUPERINTENDENT); and

4. The Davis Joint Unified School District of Solano and Yolo Counties, State of California, the Washington Unified School District of Yolo County, State of California, the Winters Joint Unified School District of Napa, Solano, and Yolo Counties, State of California, and the Woodland Joint Unified School District of Sutter and Yolo Counties, State of California, each by and through their respective Governing Boards (DISTRICT),

W I T N E S S E T H:

RECITALS:

1. In the County of Yolo the provisions of Article 4 (commencing with Section 1310) of Chapter 2 of Part 2 of the Education Code have become operative and the functions and duties have been transferred from the County Board of Supervisors to the County

1 Board of Education in accordance with Education Code Section 1043  
2 and 1080.

3 2. By agreement by BOARD and the County Board of Supervisors,  
4 COUNTY SUPERINTENDENT pursuant to Education Code 1298 may be  
5 authorized to employ an administrative adviser as part of the  
6 classified service. Such adviser has administrative duties as  
7 established by BOARD and such adviser counsels with and acts as  
8 coordinator between County Counsel, Board, County Committee on  
9 School District Reorganization, County Superintendent of Schools  
10 and School Districts which require his service.

11 3. The Governing Boards of DISTRICTS and COUNTY SUPERINTENDENT  
12 are authorized by Education Code Section 35041.5 to appoint a  
13 legal counsel to render legal advice to the Superintendent of  
14 Schools and other officers and employees of DISTRICTS to serve as  
15 the legal counsel of the DISTRICTS in the preparation and conduct  
16 of school district litigation and administrative proceedings, and  
17 to render advice in relation to school bond and tax increase  
18 measures and to prepare all legal papers and forms necessary for  
19 the voting of school bonds and tax increase measures in the  
20 DISTRICTS.

21 4. The Governing Boards of DISTRICTS are authorized by Educa-  
22 tion Code Section 35026 to elect to supplement the legal services  
23 that customarily are being rendered by the Office of the County  
24 Counsel by contracting with the Office of the County Counsel for  
25 additional services at a fee and in a manner agreed upon by the  
26 Governing Boards and the Office of the County Counsel.

1 5. County Counsel is required by Government Code Section 26520  
2 and 26529 to render legal opinions to district and is authorized  
3 by those statutes to provide legal services as required and to  
4 charge a fee therefor.

5 6. Each of the parties to this agreement desires to exercise  
6 the foregoing enumerated powers and to do so jointly under the  
7 Joint Exercise of Powers Act, Government Code Section 6500, et  
8 seq., and in the manner set forth in this agreement.

9 AGREEMENTS:

10 1. Agreement: Administrative Adviser: BOARD and the Board of  
11 Supervisors of the COUNTY agree to the exercise of the adminis-  
12 trative adviser authority of Education Code Section 1298.

13 2. Legal Services:

14 A. COUNTY through its office of County Counsel shall  
15 provide legal services to the extent provided herein to each of  
16 the remaining parties to this agreement so as to permit them to  
17 exercise jointly with the COUNTY the powers enumerated in the  
18 Recitals set forth above.

19 B. Upon request and coordinated with other duties, the  
20 County Counsel shall make legal service available to BOARD,  
21 COUNTY SUPERINTENDENT and DISTRICTS at an aggregate rate of 2,700  
22 attorney hours per year.

23 C. If services are requested pursuant to this agreement  
24 at a rate in excess of 2,700 attorney hours per year, County  
25 Counsel shall endeavor to serve the parties as well as other  
26 clients of the County Counsel's Office; however, in such event

1 the County Counsel reserves the discretion to set priorities for  
2 serving the various clients of the office including the parties  
3 to this agreement.

4 3. Compensation:

5 BOARD and DISTRICTS agree to pay to COUNTY compensation as  
6 follows:

7 A. For services performed (including services performed  
8 during the 1980-81 fiscal year) that are of a nature that is  
9 eligible for reimbursement by the State of California to BOARD or  
10 DISTRICT as a State mandated cost, the fee is the maximum  
11 reimbursable fee established for professional and consultant  
12 services by the State Board of Control; provided, however, the  
13 total fee payable by BOARD or any DISTRICT shall not exceed  
14 actual reimbursements received by BOARD or DISTRICTS. Such fees  
15 shall become payable to COUNTY upon receipt of the reimbursement  
16 by BOARD and DISTRICTS.

17 B. For other services the annual fee is as follows:

|                                           |          |
|-------------------------------------------|----------|
| 18 BOARD and COUNTY SUPERINTENDENT        | \$10,265 |
| 19 DAVIS JOINT UNIFIED SCHOOL DISTRICT    | \$12,849 |
| 20 WASHINGTON UNIFIED SCHOOL DISTRICT     | \$ 8,947 |
| 21 WINTERS JOINT UNIFIED SCHOOL DISTRICT  | \$ 2,349 |
| 22 WOODLAND JOINT UNIFIED SCHOOL DISTRICT | \$16,018 |

23  
24 TOTAL: \$50,428

25 The annual fee shall be paid to COUNTY in two equal  
26 installments. The first shall be payable on or before January 1.



1 The second shall be payable on or before June 1.

2 4. Reserved Rights:

3 In addition to receiving services under this agreement,  
4 BOARD, COUNTY SUPERINTENDENT, and DISTRICTS each reserve the  
5 right to employ an administrative adviser or contract with an  
6 attorney in private practice and to do so in addition to  
7 participating in this agreement.

8 5. Term:

9 The term of this agreement is one year commencing on July  
10 1, 1981.

11 6. Exculpatory Clause:

12 No other party nor any officer or employee thereof is  
13 responsible for any damage or liability occurring by reason of  
14 anything done or omitted to be done by one party under or in  
15 accordance with any matter not delegated to other parties under  
16 this agreement. Pursuant to Government Code Section 895.4, each  
17 party shall fully indemnify and hold all other parties harmless  
18 for any damage or liability occurring by reason of anything done  
19 or omitted to be done by it under or in connection with any  
20 matter not delegated to other parties under this agreement.

21 7. Agreement Superseded:

22 Subject to the reinstatement provisions set forth  
23 above, this agreement supersedes Yolo County Agreement No.  
24 77-337 among COUNTY, BOARD, and DISTRICTS.

25 8. Accountability:

26 Each party shall be held strictly accountable for and shall

1 report to the other all receipts and disbursements made pursuant  
2 to this agreement.

3 9. Disposition:

4 Upon completion of the purpose of this agreement and its  
5 termination, any surplus money on hand and any property acquired  
6 as a result of the joint exercise of powers shall be distributed  
7 to the parties in proportion to the contributions made.

8 IN WITNESS WHEREOF, the parties have executed this agree-  
9 ment as set forth below.

10 Dated: August 25, 1981.

COUNTY OF YOLO, a political sub-  
division of the State of California

11 By: George R. Mack  
12 VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST:  
14 PETE E. LUCAS, Clerk of the  
Board of Supervisors

15 By: Paula M. Casper  
16 Deputy

17 (SEAL)

18 Dated: August 1981.

COUNTY COUNSEL

19 By: Charles R. Mack  
20 CHARLES R. MACK

21 Dated: \_\_\_\_\_.

COUNTY BOARD OF EDUCATION OF  
THE COUNTY OF YOLO

22 By: Rebekah Strongren  
23 Vice President

24 By: \_\_\_\_\_

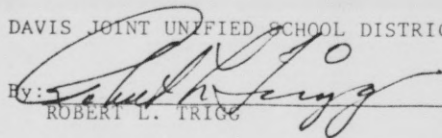
25 Dated: July 29, 1981.

COUNTY SUPERINTENDENT OF SCHOOLS

26 By: Jack J. Potter  
JACK J. POTTER

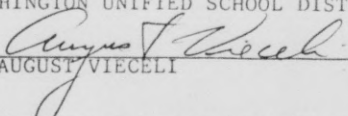
1 Dated: 7/15/81 .

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By:   
ROBERT L. TRIGG

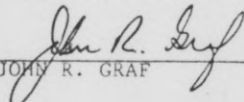
2  
3  
4  
5 Dated: 7-17-81 .

WASHINGTON UNIFIED SCHOOL DISTRICT

By:   
AUGUST VIECELE

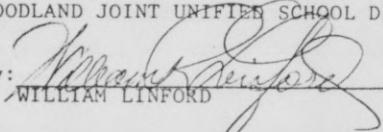
6  
7  
8 Dated: 7/23/81 .

WINTERS JOINT UNIFIED SCHOOL DISTRICT

By:   
JOHN R. GRAF

9  
10  
11  
12 Dated: 7/9/81 .

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By:   
WILLIAM LINFORD

COOPERATION AGREEMENT  
AGREEMENT NO. 81-18

This Agreement entered into this 25th day of August, 1981,  
by and between the Housing Authority of the County of Yolo  
(herein called the "Local Authority" or "LHA"),  
a Public Housing Agency or PHA as defined in the U.S. Housing Act of 1937,  
as amended, and the County of Yolo, State of California  
(herein called the "Municipality"), WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-income housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-income housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement. Further the term "Project" means a "low rent housing project" as that term is used in Article XXXIV of the Constitution of the State of California.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

2. The local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 34 units of low-income housing and (b) to develop or acquire and administer such Project of Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the Constitution and statutes of the State of California, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other costs or charge for or with respect to such Project.

FILED

AUG 28 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]* DEPUTY

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent of the Shelter Rent actually collected but in no event to exceed ten percent of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

5. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-income housing projects owned or operated by the Local Authority.
7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.
8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-income housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of, and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

(SEAL)



Attest: PETE E. LUCAS, Clerk of the  
Board of Supervisors

Paula M. Cooper  
(Signature)

PAULA M. COOPER  
(Type Name)

Deputy  
(Title)

(SEAL)



Attest:

D. Ross Parker  
(Signature)

D. ROSS PARKER  
(Type Name)

Secretary  
(Title)

COUNTY OF YOLO

(Corporate Name of Municipality)

By George P. De Mars  
(Signature)

GEORGE P. DE MARS

(Type Name)

Vice-Chairman, Board of Supervisors

(Title)

YOLO COUNTY HOUSING AUTHORITY

(Corporate Name of Local Authority)

By Edward W. Day  
(Signature)

EDWARD W. DAY

(Type Name)

Chairman

(Title)

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25108 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy



FILED

AGREEMENT NO. 81-190

FOR YOUR FILE

AUG 28 1981

 PETE E. LUCAS, Clerk of the  
 BOARD OF SUPERVISORS  
 BY *Charles J. Lucas*  
 DEPUTY

 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

 FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY  
 DEVELOPMENT ACT OF 1974 (Public Law 93-383), AS AMENDED

|                                                                                                                               |                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1. NAME OF APPLICANT<br><br>COUNTY OF YOLO                                                                                    | 2. APPLICATION GRANT NO.<br><br>B-81-DS-06-0005                                                                                |
| 3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code)<br><br>292 West Beamer Street<br>Woodland, CA 95695 | 4. DATE OF APPLICATION<br><br>May 28, 1981                                                                                     |
|                                                                                                                               | 5. DATE OF HUD RECEIPT OF APPLICATION<br><br>June 1, 1981                                                                      |
| (Yolo County)                                                                                                                 | 6.<br><input checked="" type="checkbox"/> Original Funding Approval<br><input type="checkbox"/> Amendment, Amendment No. _____ |

All section references below are to the Housing and Community Development Act of 1974, as amended, unless otherwise indicated.

## 7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION

(Check only one)

- a. ☐ Metropolitan Entitlement (Sec. 106)  
 b. ☒ Metropolitan Discretionary (Sec. 106)  
 c. ☐ Non-Metropolitan Entitlement (Sec. 106)  
 d. ☐ Non-Metropolitan Discretionary (Sec. 106)  
 e. ☐ Secretary's Discretionary (Sec. 107)  
 f. ☐ Categorical Program Settlement Grants (Sec. 103(b))

## 8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

- a. Amount of CDBG Funds Currently Reserved for this Applicant. \$ 465,000  
 b. Amount of CDBG Funds Now Being Approved for this Applicant \$ 465,000  
 c. Amount of Reservation to be Cancelled (Line 8a minus 8b). \$ -0-

## HUD ACCOUNTING USE ONLY

|                 |                      |                      |         |                   |                       |            |                      |                            |
|-----------------|----------------------|----------------------|---------|-------------------|-----------------------|------------|----------------------|----------------------------|
| BATCH<br>1<br>2 | TAC<br>153<br>176    | PROGRAM<br>9         | Y<br>12 | A<br>13           | REG<br>14             | AREA<br>15 | DOCUMENT NO.<br>7082 | PROJECT NUMBER<br>27 30 35 |
| CATEGORY<br>38  | AMOUNT 1<br>41 45 50 | EFFECTIVE DATE<br>54 | F<br>60 | AMOUNT 2<br>65 70 | SCHEDULE NO.<br>74 79 |            |                      |                            |

## 9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

- a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans \$ -0-  
 b. Grant Amount Withheld for Payment of Principal and Interest on Loans Guaranteed Pursuant to Sec. 108 \$ -0-  
 c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans (Sec. 112(a)(1)) \$ -0-  
 d. Sum of lines 9a, 9b, and 9c \$ -0-  
 e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) \$ 465,000

## 10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (Sec. 112(b))

a. Amount of Surplus U.R. Funds Reserved for this Applicant ..... \$ -0-

b. Amount of Surplus U.R. Funds Now Being Approved ..... \$ -0-

c. Balance of Surplus U.R. Funds Available for Future Use (Line 10a minus 10b) ..... \$ -0-

## HUD ACCOUNTING USE ONLY

|                |                            |                      |         |                            |                          |            |                            |                                  |
|----------------|----------------------------|----------------------|---------|----------------------------|--------------------------|------------|----------------------------|----------------------------------|
| BATCH<br>1     | TAC<br>2<br>153<br>176     | PROGRAM<br>9         | Y<br>12 | A<br>13                    | REG<br>14                | AREA<br>16 | DOCUMENT NO.<br>18<br>7082 | PROJECT NUMBER<br>23<br>30<br>35 |
| CATEGORY<br>36 | AMOUNT 1<br>41<br>45<br>50 | EFFECTIVE DATE<br>54 | P<br>60 | AMOUNT 2<br>61<br>65<br>70 | SCHEDULE NO.<br>74<br>79 |            |                            |                                  |

## 11. MAXIMUM AMOUNT OF LOAN GUARANTEE COMMITMENT AVAILABLE AND AMOUNT NOW BEING APPROVED

|                                                                                                              |    |
|--------------------------------------------------------------------------------------------------------------|----|
| a. Applicant's Latest Entitlement Amount — \$ _____ x 3                                                      | \$ |
| b. Grant Amount Required by HUD to be Applied to Urban Renewal Loans                                         | \$ |
| c. Amount of Outstanding Loans (Including Principal and Interest Thereon) Guaranteed Pursuant to Section 108 | \$ |
| d. Amount of Outstanding Loan Guarantee Commitments Approved Pursuant to Section 108                         | \$ |
| e. Maximum Amount of Loan Guarantee Commitment Available (Line 11a minus 11b, 11c, and 11d)                  | \$ |
| f. Amount of Loan Guarantee Commitment Now Being Approved                                                    | \$ |

## 12. RECIPIENT OF LOAN GUARANTEE (Check Applicable Box)

- a. ☐ Applicant Identified in Block No. 1
- b. ☐ Public Agency Designated by Applicant as Grantee to Receive Loan Guarantee (Name and Address)

N/A

13. Waiver of Certain Application Requirements for Section 106 Grants

- ☐ The application requirements of Section 104(a)(1), (2) and (3) are waived pursuant to Section 104(b)(3), except  
1 as indicated below:

N/A

14. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities N/A

- ☐ HUD has determined that the activities described in the application as supporting community development needs  
1 having a particular urgency, as specifically described in the application, are designed to meet such needs.

15. Environmental Review Actions

- (a) ☐ 1 The Applicant lacks legal capacity to assume environmental responsibilities under Section 104(h). HUD  
has prepared and circulated a final Environmental Impact Statement on the application.
- (b) ☒ 2 The Applicant has legal capacity to assume environmental responsibilities under Section 104(h) and has  
submitted requests for release of funds and certifications approved by HUD under Section 104(h)(2) for  
all projects which are subject to the environmental review requirements of 24 CFR Part 58 and require  
HUD release of funds, except those listed under Item 16(a) hereof.

16. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except as provided under subsection (a), is prohibited without the further express written authorization of HUD.

- (a) Projects requiring HUD written release of funds under Section 104(h)(2): *(However, funds may be obligated or utilized for: (1) the payment of reasonable administrative costs related to the planning and execution of projects listed in this subsection and (2) other related activities specified under 24 CFR 58.21 as exempt from environmental review requirements, including eligible planning, design, and environmental activities.)*

NONE

- (b) Sec. 105 (a) (8) public services determined necessary or appropriate for which other Federal assistance may be available:

N/A

- (c) Sec. 105 (a) (2) flood or drainage facilities for which other Federal assistance may be available:

N/A

- (d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities.

N/A

- (e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 18.)

N/A

17. Ineligible Activities Reducing Section 106 Grant Entitlement

- ☐ Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below:

Proposed Activity

Amount

N/A

Total:

NONE

☐ Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended, and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on October 1, 1981

Date: AUG 11 1981

Secretary of Housing and Urban Development

By:

Paul R. Kays  
(Signature)

Deputy

AREA MANAGER

(Title)

Date Applicant notified that funding has been authorized: AUG 14 1981

## ACCEPTANCE PROVISIONS

The Grant Agreement, authorized by the Department of Housing and Urban Development on AUG 11 1981  
under the Funding Approval for application/grant number B-81-DS-06-0005  
is hereby accepted by the Applicant as Grantee under the Agreement; and the Applicant/Grantee agrees to comply, and to accept responsibility for compliance by any public agency designated as Grantee to receive loan guarantee assistance and by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the applicant, with the terms and conditions of the Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

*Paula M. Cooper*  
Deputy

COUNTY OF YOLO

(Name of Applicant/Grantee)

By: *George P. De Mars*

(Signature of Authorized Official)

GEORGE P. DE MARS  
VICE-CHAIRMAN, BOARD OF SUPERVISORS

(Title)

August 25, 1981

(Date)

ATTEST: PETE E. LUCAS, Clerk of the  
Board of Supervisors

By: *Paula M. Cooper*

Deputy

FILED

AUG 28 1981

PETE E. LUCAS, Clerk of the \*  
BOARD OF SUPERVISORS

BY Pete E. Lucas  
DEPUTY

AGREEMENT NO. 81-191

(Agreement for the Purchase of Voting Equipment, Computer Program  
and Training Related Thereto)

THIS AGREEMENT made and entered into this 25 day of August, 1981,  
by and between the County of Yolo, hereinafter referred to as BUYER, and  
Diamond International Corporation, Election Services Division-Datavote, whose  
address is 5850 Shellmound Street, Emeryville, California, 94608, hereinafter  
referred to as SELLER,

W I T N E S S E T H:

AGREEMENTS:

1. SELLER hereby agrees to sell and BUYER hereby agrees to buy on the terms  
and conditions hereinafter set forth those items of voting equipment,  
software, documentation, and training services listed in Exhibit A  
attached to this agreement and incorporated herein by this reference.
2. Price and Terms of Payment. The total purchase price of equipment,  
including software and documentation, shall be One Hundred Eighteen  
Thousand Two Hundred Fifty Dollars (\$118,250.00) including estimated  
freight charges of Five Hundred Dollars (\$500.00). In addition, installa-  
tion and training charges at the rate of Five Hundred Twenty Five Dollars  
(\$525.00) per day for computer software and Three Hundred Fifty Dollars  
(\$350.00) for election staff training and support will be billed as used,  
plus actual travel expenses incurred. The total estimated amount of  
installation and training charges is Thirteen Thousand Three Hundred  
Seventy Five Dollars (\$13,375.00). BUYER agrees to pay the full purchase  
price of the equipment in cash within thirty (30) days of the time BUYER  
accepts the equipment as provided in Section 3 of this Agreement. BUYER



1 and SELLER hereby acknowledge and agree that, in the event BUYER fails to  
2 pay the full purchase price when due, BUYER shall pay interest at the  
3 rate of 10% per annum on any unpaid portion of the purchase price.

4 SELLER shall have a security interest in the equipment and any proceeds  
5 thereof until the purchase price has been paid in full. BUYER hereby  
6 agrees to sign, upon SELLER'S request at any time prior to payment in  
7 full, any financing statement or other document necessary to protect and  
8 perfect such security interest.

9 Without limiting any other remedies which SELLER may have upon BUYER'S  
10 failure to pay the purchase price upon acceptance, wrongful rejection of  
11 the equipment or other breach of this agreement, SELLER shall have all of  
12 the rights and remedies of a secured party under Division 9 of the  
13 California Commerical Code, including the right to repossess and dispose  
14 of the equipment as provided in that Division. In the event, SELLER  
15 elects to repossess the equipment, SELLER shall so notify BUYER in  
16 writing and BUYER shall promptly make the equipment available for  
17 repossession at a place designated by SELLER and reasonably convenient  
18 for both parties. The reasonable costs incurred by SELLER in connection  
19 with such repossession shall be borne by BUYER.

- 20 3. Delivery, Installation and Acceptance of Equipment. SELLER shall deliver  
21 the ballot punches and secrecy envelopes on or before October 1, 1981, at  
22 BUYER'S address, 470 Kentucky Avenue, Woodland, CA, 95695. SELLER shall  
23 deliver and install the Datavote cobol ballot counting program on or  
24 before October 1, 1981, at BUYER'S address as follows: Yolo County  
25 Courthouse, 725 Court Street, Room 113, Woodland, California, 95695.  
26 Installation shall not be deemed to be complete until BUYER has received

1 any and all instruction manuals, training manuals, and similar  
2 documentation reasonably necessary for effective acceptance and operation  
3 of the equipment. Installation shall not be deemed complete until SELLER  
4 certifies in writing to BUYER that the equipment, including the Datavote  
5 cobol ballot counting program has been installed upon BUYER'S  
6 Hewlett-Packard computer and further certifies that said ballot counting  
7 program is fully operational and meets all written specifications and  
8 performance criteria set forth in Exhibit A to this Agreement. If the  
9 equipment has not been delivered and installed within fifteen (15) days  
10 after such scheduled delivery date, except as set forth in Section 10 of  
11 this Agreement, BUYER may cancel this agreement by notifying SELLER  
12 promptly in writing of its election to do so, but BUYER shall not be  
13 entitled to a reduction in price or to receive any other amount whatever  
14 in the event that it does not elect to cancel this agreement for such  
15 late delivery, except as specified below.

16 In the event that SELLER shall not have delivered and installed all  
17 equipment and materials called for in this Agreement by November 3, 1981,  
18 approved as provided by Paragraph "5.C." below, SELLER agrees that it  
19 will provide, at no cost to BUYER all supplies and equipment, including  
20 computer counting equipment, reasonably necessary for BUYER to conduct  
21 all elections scheduled in Yolo county for November 3, 1981. SELLER  
22 agrees that the voting methods used by voters in the polls shall be  
23 comparable to the voting methods which would have been used had SELLER'S  
24 equipment had been delivered and installed timely. SELLER agrees that the  
25 vote counting and reporting done by SELLER shall be functionally  
26 equivalent to the vote counting and reporting which would have been done  
had SELLER'S equipment been delivered and installed timely.

1 In the event that SELLER shall not have delivered and installed all  
2 equipment called for in this Agreement by November 3, 1981, and SELLER is  
3 required to conduct the November 3, 1981 election with its equipment as  
4 provided in the paragraph above, SELLER further agrees that it will  
5 complete installation of its equipment and will promptly, upon completion  
6 of said installation, run or cause to be run the election ballots through  
7 BUYER'S computer in order to verify the election results and in order to  
8 verify the proper operation of BUYER'S and SELLER'S equipment in  
9 performing the functions set forth in Exhibit A of this Agreement.

10 BUYER shall, within ten (10) days from the date of notification by SELLER  
11 that the equipment has been delivered and installed, perform on-site  
12 acceptance testing of the equipment in a manner reasonably calculated to  
13 determine whether the equipment performs in accordance with the  
14 specifications set forth in Exhibit A of this Agreement. SELLER shall  
15 make its own qualified personnel available, at no cost to BUYER, for a  
16 reasonable amount of time, and shall make a reasonable effort to obtain  
17 representatives of the manufacturers of the equipment, if necessary, to  
18 assist in such on-site acceptance testing to the extent reasonably  
19 necessary and requested by BUYER.

20 BUYER shall have the right to reject the equipment if it fails to perform  
21 in accordance with the specifications at or prior to the expiration of  
22 the ten (10) day acceptance, unless the equipment's failure so to perform  
23 results from damage to equipment caused by BUYER'S negligence or other  
24 fault of BUYER or from the failure of BUYER'S acceptance testing site to  
25 meet SELLER'S specifications, as set forth in Exhibit B to this  
26 Agreement. Within ten (10) days of delivery and installation by SELLER,

1 BUYER shall notify SELLER in writing whether BUYER will accept or reject  
2 the equipment and shall state its reasons if it rejects the equipment.

3 The failure of BUYER to reject the equipment within said ten (10) day  
4 acceptance testing period shall constitute acceptance of the equipment  
5 unless BUYER has been unable, for reasons not reasonably within its  
6 control, as set forth in Section 10 of this Agreement, to perform said  
7 acceptance testing within such period.

8 The equipment shall be deemed accepted by the BUYER after BUYER verifies  
9 in writing to SELLER that the equipment has been inspected to BUYER'S  
10 satisfaction. If the ten (10) day period for on-site acceptance testing  
11 has expired without transmittal by BUYER to SELLER of written  
12 notification of acceptance or rejection by BUYER, the BUYER shall be  
13 deemed to have accepted the equipment as satisfactory. Any equipment not  
14 accepted by BUYER shall be deemed non-conforming equipment.

15 In the event BUYER rightfully rejects the equipment, this Agreement shall  
16 be deemed cancelled unless BUYER and SELLER agree to extend the  
17 acceptance testing period, or that SELLER shall repair the equipment or  
18 replace it, at BUYER'S option, with other equipment which performs in  
19 accordance with the specifications set forth in Exhibit A after the  
20 acceptance testing in a manner provided herein.

21 In addition to BUYER'S right to reject non-conforming equipment and  
22 cancel this agreement, BUYER may demand that SELLER repair or replace, at  
23 BUYER'S option, any equipment or part thereof, which is non-conforming.  
24 For purposes of this section, in the event an essential component of an  
25 item of equipment cannot be restored to working order, the entire item of  
26 equipment shall be deemed non-conforming equipment.

1 SELLER agrees to temporarily replace non-conforming equipment or  
2 equipment under warranty within a reasonable time upon receipt of written  
3 notice from the BUYER. SELLER realizes the critical nature of the use of  
4 the equipment in the electoral process and, therefore understands that  
5 BUYER shall have the right to repair on the open market any of the  
6 equipment which fails within the warranty period, jeopardizing the  
7 electoral process, and which cannot be repaired or replaced by SELLER in  
8 time to assure the continuity and integrity of the electoral process. In  
9 such event, BUYER has to have the equipment repaired on the open market,  
10 while equipment is still under warranty, the SELLER shall reimburse the  
11 BUYER for all expenses reasonably incurred to repair the equipment. In no  
12 event shall SELLER take more than thirty (30) days from the date of  
13 notice of non-conformity or failure in the equipment under warranty to  
14 repair or replace with like or comparable equipment.

15 In the event this Agreement is cancelled for any of the reasons for which  
16 cancellation is permitted, BUYER shall not be obligated to pay any amount  
17 under this Agreement (including, without limitation, delivery and  
18 installation costs) and shall have no liability for loss or damage to  
19 equipment not caused by BUYER'S neglect or other fault of BUYER and  
20 SELLER shall not be liable for any damages resulting to BUYER, including,  
21 without limitation, incidental, consequential or special damages or for  
22 any other amount under this Agreement, except that SELLER shall be liable  
23 to BUYER for the cost to BUYER of conducting the November 3, 1981  
24 election in Yolo County, in the event that SELLER fails to provide the  
25 equipment and materials necessary for said election.

26 In the event BUYER accepts the equipment, whether upon its initial

1 installation or following SELLER'S repair or replacement of rejected  
2 equipment, BUYER shall thereupon become obligated to pay the full  
3 purchase price of the equipment as provided in Section 2 and to pay the  
4 reasonable costs of initial delivery and initial installation of the  
5 equipment. BUYER shall in no event be obligated to pay any costs or  
6 expenses incurred by SELLER in connection with any delivery, installa-  
7 tion, repair, removal or replacement of equipment subsequent to the  
8 initial delivery and installation, unless such subsequent delivery and  
9 installation, repair, removal or replacement was made necessary by damage  
10 to the equipment caused by BUYER'S negligence or other fault of BUYER or  
11 by the failure of BUYER'S acceptance testing site to meet SELLER'S  
12 specifications as set forth in Exhibit B to this Agreement.

13 The risk of loss or of damage to equipment occurring during delivery  
14 shall pass to BUYER upon delivery of the equipment to BUYER at BUYER'S  
15 address as set forth in this Agreement.

- 16 4. Modification, Technical Assistance, Training of BUYER'S Personnel. SELLER  
17 agrees to adequately train BUYER'S personnel in the use and operation of  
18 the equipment sold under this Agreement. The cost of said training shall  
19 be in addition to the purchase price of the equipment and shall be at the  
20 rate set forth in Section 2 of this Agreement, namely Five Hundred  
21 Twenty Five Dollars (\$525.00) per day for computer software training and  
22 Three Hundred Fifty Dollars (\$350.00) per day for election staff  
23 training. Said training will occur on a schedule as mutually agreed upon  
24 by BUYER and SELLER. Neither BUYER nor SELLER shall unreasonably withhold  
25 agreement to a training schedule proposed by the other party.

26 For a reasonable annual fee to be determined by SELLER on the basis of

1 SELLER'S published list price, which fee shall not exceed that charged by  
2 SELLER to any other user of the software for similar services, SELLER  
3 shall modify the Datavote Software used with BUYER'S computer as may be  
4 required by changes in state election laws or special local circumstances  
5 and shall furnish BUYER with any and all other improvements or error  
6 corrections in such Datavote Software developed by SELLER.

7 At BUYER'S request, SELLER shall provide technical assistance in the  
8 operation of the Datavote Software at SELLER'S standard rates and  
9 minimums therefore at the time such services are requested. BUYER  
10 acknowledges SELLER'S interest in assuring the proper operation of the  
11 Datavote Software and therefore agrees that, notwithstanding BUYER'S  
12 failure to request such technical assistance, SELLER may, at no charge to  
13 BUYER, but with the reasonable cooperation of BUYER and its personnel,  
14 assign its personnel to be present at any voting or vote tabulating  
15 location at which Datavote Software is used in order to insure proper  
16 operation of the Datavote Software.

17 SELLER and BUYER shall agree upon the dates and places for all training  
18 classes related to the use of the equipment to be conducted by SELLER and  
19 BUYER shall take all steps reasonably necessary to enable BUYER'S  
20 personnel to attend such classes and/or to receive copies of all written  
21 materials distributed in connection with such classes. If BUYER'S  
22 personnel fail to attend training classes on the agreed day, SELLER  
23 shall, at BUYER'S request and at BUYER'S expense, arrange additional  
24 classes at a time convenient and necessary to SELLER in order that SELLER  
25 may have adequate time, in SELLER'S judgment to comply with the  
26 requirement for proper training of personnel.



1 MEET SELLER'S SPECIFICATIONS THEREFOR, AS SET FORTH IN EXHIBIT B TO  
2 THIS AGREEMENT.

3 Except as provided in Sections 2 and 6, or in any separate document of  
4 indemnification, SELLER'S liability under this agreement for any loss or

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1     5. Representations and Warranties of SELLER; Limitations of Liability.

2     SELLER represents and warrants to BUYER as follows:

3     A. SELLER has the right to sell, and BUYER shall quietly and peacefully  
4       possess the equipment;

5     B. The equipment is new and originally manufactured in the United  
6       States;

7     C. Prior to delivery, to the extent required by law, all equipment and  
8       materials shall have been approved by the State Commission on Voting  
9       Machines and Voting Tabulating Devices pursuant to Division 11 of  
10      the California Elections Code, commencing with Section 15000.

11    D. SELLER hereby warrants the following equipment against defects in  
12      the material or workmanship for a period ending June 30, 1982:

13       (1) One (1) cobol software package; SELLER warrants that the  
14       software package supplied to BUYER will run off BUYER'S  
15       Hewlett-Packard computer without program modifications. In the  
16       event program modifications are needed, SELLER will make such  
17       modifications at no cost to BUYER.

18    E. All other components of the equipment are and will remain free from  
19      material and manufacturing defects for a period of five (5) years  
20      following acceptance.

21      ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY  
22      OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY  
23      EXCLUDED. THE ABOVE WARRANTY SHALL NOT APPLY WITH RESPECT TO DAMAGE  
24      OR DEFICIENCIES RESULTING FROM ACCIDENT, ALTERATION, MISUSE,  
25      TAMPERING, IMPROPER MAINTENANCE (UNLESS PERFORMED BY SELLER), ABUSE  
26      BY BUYER OR ITS AGENTS OR THE FAILURE OF BUYER'S EQUIPMENT SITE TO

1 damages suffered by BUYER, including, without limitation, incidental,  
2 consequential or special damages, whether arising from SELLER'S  
3 negligence, breach of warranty or any other breach of this Agreement or  
4 any other basis for liability arising out of BUYER'S use of the equipment  
5 or other transaction contemplated herein, shall be limited to the repair  
6 or replacement, at BUYER'S option, of equipment which fails to perform in  
7 accordance with the warranties given in this section. BUYER and SELLER  
8 hereby acknowledge and agree that such remedy will be sufficient to  
9 accomplish the essential purpose of this section, to compensate BUYER for  
10 any such damages. Any such liability of SELLER is further subject to:

- 11 A. BUYER'S transmittal of written notice to SELLER of the occurrence  
12 giving rise to liability within thirty (30) days of such occurrence;  
13 B. Commencement of an action to enforce liability within one (1) year  
14 after the occurrence giving rise to liability.

15 This paragraph provides merely for BUYER'S remedies where an obligation  
16 of SELLER otherwise exists, and nothing herein shall be construed to  
17 impose any liability on SELLER except as expressly provided herein.

- 18 6. Patent and Copyright Infringement. SELLER shall defend at its own expense  
19 any claim or action against BUYER for actual or alleged infringement of  
20 any patent, copyright or similar property right (including, without  
21 limitation, misappropriation of trade secrets) based on the equipment or  
22 the use thereof by BUYER. SELLER shall further indemnify and hold  
23 harmless BUYER, its agents, employees and officers from and against any  
24 and all liabilities, losses, damages, costs and expenses (including  
25 reasonable attorneys fees) incurred by BUYER in connection with any such  
26 claim or action. BUYER shall give SELLER prompt written notice of any

1 threat, warning or notice of any such claim or action received by BUYER,  
2 and copies of all related papers served upon or received by BUYER,  
3 provided, however, that BUYER'S failure to give such prompt written  
4 notice shall not affect SELLER'S obligations under this section except to  
5 the extent, if any, which BUYER'S failure to give such notice materially  
6 impairs SELLER's ability to successfully defend against such claim or  
7 action. SELLER shall have the sole right to conduct the defense,  
8 settlement or compromise of any such claim or action, unless otherwise  
9 mutually agreed in writing between BUYER and SELLER. SELLER shall give  
10 BUYER prompt written notice of any written threat, warning or notice of  
11 which SELLER is aware, regarding any such claims or actions against  
12 SELLER or any other user, supplier or manufacturer of the equipment which  
13 could have material adverse affects on BUYER'S use of the equipment.

14 In the event the equipment is likely to, in SELLER'S opinion, or does  
15 become the subject of a claim or action for infringement, SELLER may, and  
16 in the event the equipment is held to constitute infringement and the use  
17 thereof is permanently enjoined, SELLER shall, at its expense and with  
18 BUYER'S written consent (which consent shall not unreasonably withheld)  
19 either:

- 20 A. Obtain for BUYER the right to continue using the equipment; or
- 21 B. Cause the equipment to be modified so that it is not infringing  
22 providing that such modification does not adversely affect the  
23 BUYER'S intended use of the equipment; or
- 24 C. Replace equipment with equally suitable, non-infringing equipment on  
25 the same terms as provided herein and for no consideration in excess  
26 of that provided in Section 2.

1 SELLER shall not be liable for infringement or claim thereof of any  
2 patent, copyright or similar property right, including but not limited  
3 to, misappropriation of trade secrets, if such infringement is caused by  
4 BUYER's use of the equipment in combination with other equipment not  
5 furnished to BUYER by SELLER under this agreement.

- 6 7. License and Protection of Confidential Information: "Confidential  
7 Information" shall mean all Datavote software and similar programming  
8 information used in connection with the Datavote software and any error  
9 correction, update or other enhancement of any such information, together  
10 with any and all training or operation manuals or similar documentation  
11 relating to any such information; provided, however, that the provisions  
12 of this section regarding the licensing and confidentiality of  
13 Confidential Information shall apply only to such information and/or  
14 documentation as is designated in writing by SELLER as being  
15 "Confidential Information" or in another writing delivered hereafter to  
16 BUYER at such time as the Confidential Information referred to in such  
17 writing is furnished to BUYER and shall not apply to information and/or  
18 documentation deemed to be "public records" and not exempt from  
19 disclosure pursuant to California Law. BUYER hereby acknowledges that  
20 SELLER has a proprietary interest in such Confidential Information.  
21 SELLER hereby grants a non-exclusive license to BUYER to use the  
22 Confidential Information in connection with BUYER'S use of the Datavote  
23 software, on the terms and conditions hereinafter provided. This license  
24 shall remain in effect only so long as the Datavote software is owned and  
25 used by BUYER, except that SELLER may terminate this license upon thirty  
26 (30) days written notice to BUYER of BUYER'S failure to comply with the

1 terms and conditions of this section, unless such failure to comply is  
2 cured by BUYER to SELLER'S reasonable satisfaction within such thirty  
3 (30) day period.

4 In consideration of the license granted to it herein, BUYER agrees for  
5 the benefit of SELLER and all other persons having a proprietary interest  
6 in the confidential information for the period during which BUYER uses  
7 Datavote software and for three (3) years thereafter to do the following  
8 in order to preserve the confidentiality of the Confidential Information:

- 9 A. BUYER will not make or use copies of any Confidential Information,  
10 whether in printed or machine readable form, except as may be  
11 required for necessary security storage, or modify any confidential  
12 information, without the prior written consent of SELLER, and on the  
13 reasonable conditions imposed by SELLER, including, without limita-  
14 tion the reproduction of copies of any applicable copyright notice.  
15 Unless SELLER specifically agrees otherwise, any such copy shall be  
16 used only on BUYER'S computing equipment and shall be limited to two  
17 copies. BUYER further agrees that it will destroy any and all such  
18 copies within thirty (30) days after this license expires or is  
19 terminated by SELLER as provided above in this section.
- 20 B. BUYER shall not disclose or make available the Confidential  
21 Information to any persons other than "Authorized Employees", as  
22 defined herein, and shall adopt adequate security measures to  
23 protect the Confidential Information against theft or other  
24 unauthorized access;
- 25 C. The Datavote software and equipment will be used solely by BUYER or  
26 any political entity located in whole or in part within BUYER'S

1 boundaries and only at voting or voting tabulation locations in  
2 connection with elections conducted within BUYER'S boundaries;

3 D. "Authorized Employees" shall include those employees of a BUYER or  
4 any political entity located in whole or in part within BUYER'S  
5 boundaries who will actually participate in the operation or  
6 maintenance of the equipment. A county-employed systems analyst, who  
7 may or may not participate in the operation or maintenance of the  
8 equipment, shall also be included as an "Authorized Employee". BUYER  
9 may make the Confidential Information available to Authorized  
10 Employees on a need-to-know basis only. BUYER shall fully inform all  
11 Authorized Employees of the confidentiality obligations imposed upon  
12 BUYER under this section and shall instruct and require such  
13 authorized employees, by execution of a written agreement, if  
14 reasonably necessary in SELLER'S opinion, to fully comply with all  
15 such obligations;

16 E. In addition to the obligations specifically imposed upon BUYER in  
17 this section, BUYER shall take all other precautions reasonably  
18 necessary to preserve the confidentiality of the Confidential  
19 Information.

20 BUYER acknowledges and agrees that, in the event of its actual or  
21 threatened breach of any of the provisions of this section, SELLER will  
22 have no adequate remedy at law and shall accordingly be entitled to an  
23 injunction against such breach. This paragraph shall not be construed,  
24 however, as a waiver by SELLER of any remedy to which it may be entitled  
25 upon BUYER'S breach of the provisions of this section.

26 8. Taxes. BUYER agrees to pay any taxes or assessments, including, without



1 limitation, sales or use taxes, which may be assessed by any Federal,  
2 State or local government agency except excise taxes, if any, that may be  
3 levied by the United States.

- 4 9. Notices. Any notices required or permitted to be given under this  
5 Agreement shall be deemed effectively given if and when personally  
6 delivered or deposited in the United States Mail, first class, postage  
7 prepaid, and return receipt requested, addressed to the receiving party.  
8 Addresses for notices are as follows:

9 SELLER:

10 Mr. Marvin Schick  
11 Divisional Vice-President and Acting General Manager  
12 Business Forms and Election Services  
13 Diamond International Corporation  
14 5850 Shellmound Street  
15 Emeryville, CA 94608

16 BUYER:

17 Clerk of the Board of Supervisors  
18 County of Yolo  
19 725 Court Street, Room 104  
20 Woodland, CA 95695

21 BUYER and SELLER may change the address to which such notices shall be  
22 sent at any time by notice to the other party given in the manner  
23 prescribed in this section.

- 24 10. Miscellaneous. This Agreement constitutes the entire agreement between  
25 BUYER and SELLER relating to the subject matter hereof and may not be  
26 modified except in writing signed by both parties. The validity,  
construction, enforcement and effect of this Agreement shall be governed  
by the laws of the State of California. In the event that any term or  
provision of this Agreement is held to be illegal or otherwise  
unenforceable, such term or provision shall be severable from the

1 remainder of this agreement and shall not cause any part of this  
2 agreement to be illegal or unenforceable. Neither BUYER nor SELLER may  
3 assign this Agreement or any of its rights or obligations hereunder  
4 without the prior written consent of the other party, which consent shall  
5 not be unreasonably withheld, and any such attempt in assignment without  
6 such consent shall be void.

7 Any delay in performance, other than in the payment of money required  
8 hereunder, occasioned by causes beyond a party's reasonable control,  
9 including, but not limited to, acts of God, strikes, reasonably  
10 unforeseeable shortages of materials or shipping delays, force majeure or  
11 the like, shall not be considered a breach of this Agreement, provided  
12 such delay does not continue longer than sixty (60) days.

13 This Agreement shall be binding on and shall inure to the benefit of, the  
14 parties and their permissive, respective successor and assigns.

15 In the event of any litigation arising out of this Agreement of the  
16 transactions contemplated herein, the prevailing party shall be entitled  
17 to reasonable attorneys' fees and costs.

18 The headings of this Agreement are for reference only and shall not  
19 affect the interpretation of this Agreement in any way.

- 20 11. Conditions Applicable to Performance Bonds/Insurance. SELLER agrees to  
21 provide BUYER with a performance bond in the amount of \$1,200,000, which  
22 bond shall be issued by a corporate surety licensed to do business in the  
23 State of California. The performance bond tendered hereunder shall not be  
24 effective until and unless the contract for the installation of the  
25 entire system as enumerated in Paragraphs 1 through 5 by BUYER'S request  
26 for proposals is awarded to SELLER and in addition thereto, BUYER shall

award printing and manufacturing of the ballots to SELLER for the November 3, 1981 election and further shall consent to the presence of SELLER'S personnel at BUYER'S data processing center and the BUYER'S central counting center during the processing and counting of ballots for the November 3, 1981 election. The foregoing condition is imposed to avoid complications or errors which may be involved in the first election if third parties over which SELLER has no control are permitted to supply any of the services or materials involved.

IN WITNESS WHEREOF, this agreement has been executed by BUYER and SELLER the day and year first written above.

COUNTY OF YOLO, a political subdivision  
of the State of California

BY *George D. Lucas*  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK  
BOARD OF SUPERVISORS

BY *Paula M. Cooper*  
DEPUTY  
(SEAL)

DIAMOND INTERNATIONAL CORPORATION  
Election Services Division-Datavote

BY *Marvin Schick*  
MARVIN SCHICK, Divisional Vice-President  
and Acting General Manager

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY COUNSEL

By *Way S. Roth*  
DEPUTY COUNTY COUNSEL

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

*Paula M. Cooper*  
Deputy

EXHIBIT "A"

YOLO COUNTY CALIFORNIA

I. INTRODUCTION

Diamond International Corporation is pleased to submit the following proposal for an "eye readable" card voting system in response to County Clerk, Peter McNamee's request for proposal dated July 31, 1981.

We are proposing the use of our Datavote<sup>®</sup> Punched Card Voting System for Yolo County. It will fit in easily with the current election procedures and can be readily counted on the County's Hewlett-Packard Computer.

Datavote is widely used throughout the United States including Washington, D. C.. A list of some of our installations is enclosed with this proposal. We encourage contact with any of our customers.

A significant feature with Datavote is that there is no doubt as to the intent of the voter. The voter cannot mark outside of the voting square for a candidate. This feature is described in detail in the Hardware description section. With other systems such as optical scanning it is possible for the voter to mark between candidates or partially mark an adjacent candidates voting square causing the vote not to count because of over voting. Optical scanning cannot protect against varying intensity of the voter's mark which may cause a vote not to be counted. Because of Datavote's positive marking only in the voting square, recounts do not vary from the election night counts.

We applaud Yolo County's decision to obtain a system that has the candidate's name on the ballot and room for write-ins on the ballot. It has been our experience that the voter prefers it to

other electronic punchcard voting systems and feels more secure and confident with it,

The following pages contain description of various components of the system as well as detailed description of the system's function and operation.

## II. FUNCTIONAL DESCRIPTION

### A. Pre-Election Operations

1. Simple Administration: The punch unit is not an integral part of the ballot. This eliminates complicated assembly and distribution problems.
2. Certification and Testing: California Voting Commission procedures require a simple testing of the punches prior to use in an election. This is done by punching a certification card containing all possible voting positions. Average time per punch is approximately one minute and can be done three months in advance of an election.
3. De-centralized Storage and Distribution: The punches may be stored in one or more convenient locations. They can be pre-positioned at local sites for distribution before the peak loan period preceding an election. Any punch unit can be delivered to any precinct.
4. Official Ballots: The Datavote ballot is a standard computer tabulating card. Candidates and issues are printed on the ballot where the voter expects them. Ballot layout with Datavote is similar to the county's present Cubic operation. Official ballots are packaged by precinct and contain printed serial numbers on the

ballot stubs. The ballots are stapled to chipboards in pads of 50.

B. Polling Place Operations

1. Pre-Election Day: Booths and punches are delivered to each precinct. Supplies, forms and ballots are delivered to each inspector.
2. Before the Polls Open: Punches are placed on booth shelves, signs posted and work table prepared, with space provided for a demonstration punch.
3. Polls Open: After signing the Roster and receiving a demonstration, the voter obtains the ballot enclosed in a secrecy envelope and proceeds to any available booth. After inserting the card into the punch, the voter punches out clean, visible holes opposite his choice. Removing the card, he turns it over and votes the other side. Verification of votes cast can be done quickly by scanning the card for punched holes. This can be done with or without the ballot remaining in the punch unit. Replacing the ballot in the envelope, the voter proceeds to the ballot box. Here the stub is removed, given to the voter, and the envelope dropped in the ballot box.
4. Polls Close: Ballot reconciliation statements are completed before removing the ballot from the envelope. The ballot is removed and inspected for identifying marks or write-ins. Write-ins are tallied. The ballot cards are then sealed in a container for transport to a receiving center.

C. Central Tabulating Operations

1. Receiving: Sealed ballot containers are accounted for,

inspected for any damage and passed to the Ballot Inspection Board.

2. Ballot Inspection: The Ballot Inspection Board fans through each precinct container looking for torn or mutilated cards. Because the Datavote Ballot card is unscored, inspection time is minimal. Damaged cards, if any, are duplicated and replaced.
3. Computer System: Ballots are then delivered to the computer center where a high speed card reader tabulates cards at 600 per minute. Since Datavote cards are unscored, maximum processing speeds are attained as there is no need to remove loose chad from the readers. No special card reader or scanner is required.
4. Election Results: Election results depicting total votes cast, percentage turnout and other statistical breakdowns by districts can be produced at any time. Summary and precinct reports are both available at any time.

D. Post Election Operations

1. Official Canvass: California Elections Code requires that one percent or not less than one whole precinct be tallied manually. This requirement covers all computerized voting systems. No other special requirements are needed. Datavote precinct reports provide an audit line giving details of the ballot cards processed to facilitate the canvass procedure. Processing forms and logs to aid in the canvass are provided by Diamond.



2. Statement of Vote: The Datavote software is able to produce an unofficial statement of vote within an hour after the last precinct is run through the computer. Easy updating of the statement of vote after the canvass is an inherent feature of the software. This report conforms to California Election Code requirements.
3. Storage of Punch Units: No special requirements are necessary for holding of the punch units after the election. They are immediately available for the next election.
4. Ballot Storage: No special requirements for the storing and holding of ballots other than that prescribed by law for ballots used in an election.

### III. ADVANTAGES OF DATAVOTE

#### A. General

1. Major Elections: Datavote is used in all major elections. Since the candidates and measures are printed directly on the card, separate devices for Primary elections are eliminated.
2. Local and Municipal Elections: Many counties lease Datavote to their cities, realizing significant savings. In fact, many cities in non-Datavote counties lease Datavote for their city elections, as other punchcard systems are not as cost-effective in smaller elections.
3. Elections at any Time: A feature of Datavote is the ability for the county to conduct elections during the "moratorium" period following an election. Since the punch unit is not an integral part of the ballot, the punch is not required by law to remain idle during that time. Elections can be held county or city wide at your discretion.

### C. Audit Trail

1. Total Audit Trail: Datavote is the only punchcard system maintaining a complete audit trail back to the intent of the voter. Each ballot is unique to the voter -- defacement cannot affect another voter as with systems utilizing assembled ballot pages. Legal complications are avoided. The audit trail remains intact -- traceable to each voter's intent. There is no need with Datavote to "link" the secrecy envelope to the ballot cards for write-in audit. Write-ins are written directly on the ballot card.

### D. Capacity

The Datavote ballot has no minimum or maximum capacity.

### E. Write-In Votes

1. Where Located: Write-in spaces are provided directly on the ballot below each race, with the number of spaces allotted equal to the number of candidates to be elected in the race. To cast a write-in vote, the voter lists the name of his write-in candidate in the space and punch marks the voting position opposite the candidate.
2. Processing: At the close of the polls, ballots are inspected for qualified write-in votes and tallied prior to counting center delivery. The Datavote system eliminates the need of keeping the ballot and secrecy envelope together until they reach the central counting center. This considerably reduces the manual check time for write-in votes at the counting center which has characterized other punchcard systems.

3. Audit Trail: With the write-in spaces directly on the ballot card, no additional logs or records are needed to augment the audit trail.

F. Mutilated, Bent or Torn Ballots

1. Precinct Operation: Damaged cards are floated to the front of the voted ballot container for duplication upon arrival at the counting center.
2. Counting Center Operation: The Ballot Inspection Board separates any damaged cards.
3. Duplication: The Ballot Duplication Board marks the damaged ballot card with a "Void" stamp containing spaces for the ballot style, serial number and precinct. A new ballot is duplicated exactly like the damaged ballot and is stamped "Duplicate". An identical serial number is entered on both the void and duplicate ballot. A log is maintained of these sequential numbers. Duplicated cards are replaced for tabulation and all damaged cards placed in a container, subject to later audit if required.

G. Primary Elections

1. Simple Administration: At the precinct level voters are given the ballot of their registered party. Each party ballot sports a different color distribution ease, as well as being designated by party in 36-point type face.
2. Voters Use Any Available Booth: Voters may use any booth as the Datavote Punch and ballot are separate entities. With other punchcard systems, separate voting devices must be established for each party. This may result in a line of voters waiting to use the device of

#### G. Primary Elections (cont'd)

their party while other voting devices stand idle. With six different parties (including non-partisan) in California, establishing separate devices in each polling place can pose problems.

3. Advantages: Election officers are no longer required to control which voting booth a voter enters with the Datavote system. This eliminates the problems of a single party voter entering another party's voting booth and compromising the integrity of the ballot. Because the Datavote voting booths are not party designated, a greater number of voters are accommodated in far less time and with fewer devices than in other punchcard systems.
4. No Manual Pre-Sorting: Pre-election coding of the Datavote software and ballot cards eliminates any need to manually pre-sort ballots by party for tallying. All ballots from a precinct are counted at the same time. The software provides a complete accounting of each ballot card for audit purposes.

#### H. Split Precincts

1. Primary and General Elections: Split precincts can easily be accommodated in any election.
2. Precinct Level Operations: The ballot type for each voter is listed on the Index or combined Roster/Index. This ballot type as well as the precinct number is clearly indicated on the Official Ballot chipboard. The ballot type is also clearly marked on the ballot stub. After signing the Roster, the voter receives the appropriate ballot from the Inspector and proceeds to any open booth.

#### H. Split Precincts (Continued)

3. Counting Center Operations: No manual pre-sorting of ballots is required. Datavote software provisions enables all ballots from a precinct to be counted at the same time. Precinct reports contain ballot style counts for complete accountability.
4. Advantages: Since a split precinct has two or more ballot types, Datavote simply provides a different ballot for each type. Separate voting devices do not need to be established within a precinct. Election Officers are not required to direct the voter to a particular booth.

#### I. Overvote Correction

1. Software Provision: The Datavote computer program contains overvote provision, in which each race and measure on every ballot is automatically checked for over-vote. Any over-voted contest is not tallied; however, the remainder of the ballot card is tabulated in the normal manner.

#### J. Vote Tallying

1. California Elections Code: Datavote fully satisfies all provisions and requirements of the California Elections Code, the United States Constitution and the California Secretary of State's Office.
2. Recall Elections: The Datavote System can easily accommodate recall elections. Datavote software is programmed for tallying recall elections through simple coding of the parameter program prepared before each election.

#### IV. BALLOT COUNTING SOFTWARE

Diamond International's election computer programs are considered by most election experts to be the best on the market today. Many jurisdictions use the Diamond programs regardless of what Punchcard voting system they may have installed. Diamond's election programs have been proven in elections throughout the country. Over the years, they have been used in rapidly and accurately process millions of ballots. In California, Diamond's programs process more ballots than any other election program on the market today.

The design of the Datavote program offers maximum flexibility to the user. Datavote programs have been used in nine states, each with its own unique election laws, and it has never been necessary to change print report or card layout.

The software does vote tabulation and at the conclusion of ballot processing can produce an unofficial Statement of Vote that conforms to requirements set by the Secretary of State's office and the California Election Code. It allows for easy updating after the Canvass.

Parameter coding does not need a computer programmer to code an election. Each election can be coded by a trained election staff member.

The program is written in ANSI - 74 Cobol and the source language statements are provided on tape complete with documentation.

##### A. Datavote Ballot Counting Program Features

1. Ballot cards may be read in any orientation.
2. Candidate rotation is provided for in the programs.
3. Candidates may be printed out in descending order by number of votes received.

4. Printed reports may be formatted to 8½" x 11" or 11" x 14".
5. Statistics on voter and precinct turnout are provided.
6. Audit trail provides the number of each ballot type card counted for each precinct.
7. Summary totals are accumulated subject to output via console call.
8. Summary disk file is maintained for each precinct for restart procedure in case of power disruption.
9. An option is provided to suppress printing of any results if processing is undertaken prior to the close of the polls.
10. Recall contest ballot counting is provided.
11. An unofficial statement of vote may be obtained within the hour after the last ballots have been tabulated.
12. The programs validate the ballot type on the header card and validate all subsequent ballot cards as to identification gang punch.
13. Control checks insuring system integrity are provided.
14. A precinct report listing is provided at the close of vote counting for each precinct, or optionally the Audit Line is printed at time Precinct Ballots are read and the precinct report run at the end of ballot counting operations.
15. Summary card/tape input is provided.
16. Ballots may be written to tape for later statistical evaluation.
17. Overvote and blank card information is provided for each precinct.



V. HARDWARE DESCRIPTION

- A. Datavote Ballot Punch: The punch is constructed of heavy duty metal and contains a minimum of moving parts for completely reliable election day performance and countless years of service.

Following instructions printed on the ballot punch, the voter places his ballot card into the holding tray. A clear plastic shield over the tray protects the ballot while voting. The entire punch is tilted towards the voter to aid in the alignment of candidates and the punching mechanism.

The punching arm slides easily along the marking portion of the ballot card. A parallel locking feature makes it impossible to punch in areas other than those available for tabulation.

A red arrow on the punching arm points to the name of the selected candidate as an additional accuracy safeguard. A simple depression of the lever produces a large, easily visible hole opposite each voter's choice.

Ballot punch dimensions are 10.5" X 4.8" and weights 4.5 pounds.

1. Maintenance: Preventative maintenance consists in lightly oiling the punching lever and slide bar once each year and the removal of chips from the punch pan by inverting the punch over a waste paper basket.

- B. Datavote Voting Booth/Punch Unit Combination - OPTIONAL

This collapsible "suitcase" type voting booth is built of high impact plastic. It is capable of being fully assembled and placed into service in a few minutes by precinct officers.

Each unit contains one Datavote ballot punch, as well as a standard 110-volt lamp inset in the booth, providing recessed lighting. The booth lamps are connected in a continuous cord

series, thus eliminating a separate outlet for each booth. The booth/punch combination unit measures 30" X 12.5" X 5.5" and weighs 22 pounds each, including the punch provided in each booth.

1. Maintenance: The simple design of this unit almost eliminates the need for maintenance. The light bulbs may require changing periodically should they burn out.

VI. COSTS:

|                                                    |                     |
|----------------------------------------------------|---------------------|
| Datavote 52 Position Ballot Punches 750 @ \$125.00 | \$ 93,750.00        |
| Datavote Cobol Ballot Counting Program             | 20,000.00           |
| Installation and Training (see Note 1)             | 13,375.00           |
| Secrecy Envelopes 75,000 @ \$60.00/M               | 4,500.00            |
| Estimated Freight                                  | 500.00              |
| TOTAL                                              | <u>\$132,125.00</u> |

Price is F.O.B. Woodland, California and are plus Sales Tax and are net 30 days from date of acceptance.

NOTE 1: Installation and training prices are estimates for planning purposes only.

Our policy is to charge only for that time actually used.

The rates and breakdown of our estimates are as follows:

|                                              |                    |
|----------------------------------------------|--------------------|
| Cobol Program - 5 days @ \$525.00            | \$2,625.00         |
| Election Staff training - 25 days @ \$350.00 | \$8,750.00         |
| Travel Expenses                              | <u>\$2,000.00</u>  |
|                                              | <u>\$13,375.00</u> |

Should Yolo County require less than the estimated time, we would bill only for the actual time used.

A deferred payment plan is available for two annual installments with interest computed simply at 18% on the unpaid balance.

OPTIONAL EQUIPMENT

Suitcase Voting Booths \$180.00 each

P.E.P.S.\* (Portable Election Processing  
System) \$4,000.00 each

Card Reader for above \$6,000.00 each

\*Small suitcase size electronic ballot counter for use in small  
elections such as Special School or City Elections.

VII. REFERENCES

ALASKA

Statewide

ARIZONA

City of Scottsdale  
City of Tempe

CALIFORNIA

El Dorado County  
Imperial County  
Kern County  
Kings County  
Monterey County  
Napa County  
Placer County  
San Luis Obispo County  
Siskiyou County  
Santa Cruz County  
Ventura County

COLORADO

Boulder County  
City and County of Denver  
Weld County

DISTRICT OF COLUMBIA

Entire District  
(Washington, D.C.)

FLORIDA

Brevard County  
Hernando County  
Manatee County  
Orange County  
Seminole County

GEORGIA

Fulton County  
(Atlanta Area)

HAWAII

Statewide

MARYLAND

Montgomery County

NEVADA

Churchill County

NEW JERSEY

Bergen County  
Gloucester County  
Middlesex County  
Morris County  
Ocean County

OHIO

Athens County  
Clermont County  
Tuscarawas County

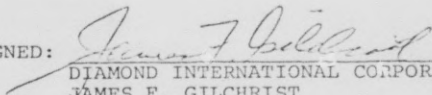
OREGON

Multnomah County  
(Portland Area)

\*VIII. SIGNATURE

This proposal is submitted under the terms and conditions requested in the Request For Proposal dated July 31, 1981, and stated in the accompanying executed agreement. The quoted prices, terms and conditions will remain in effect until September 1, 1981.

SIGNED:

  
DIAMOND INTERNATIONAL CORPORATION  
JAMES F. GILCHRIST  
Datavote Manager

"EXHIBIT B"

SPECIFICATIONS FOR ACCEPTANCE TESTING SITE and STORAGE OR EQUIPMENT:

1. TESTING SITE

- (a) The data processing equipment (Hewlett-Packard Computer) shall be the actual equipment on which SELLER has installed the Cobol Software.
- (b) The computer shall be in the actual site in which it was situated at the time SELLER completed installation of the Cobol Software and such site shall be the same as that in which the computer will be used in canvassing the votes for the November 3, 1981 election.
- (c) The "computer environment" during installation, testing and usage of SELLER'S Cobol Software shall be within the environmental specifications recommended by the computer's manufacturer.

2. STORAGE AND HANDLING OF EQUIPMENT

- (a) The magnetic tape or tapes containing the Cobol Software shall be stored in a security area protective of the Software content (confidentiality and SELLER'S proprietary interest) as required by the Agreement.
- (b) The magnetic tape or tapes shall be stored in a container and place free from dirt, dust or other foreign material and shall be protected from extreme temperature variances and extraneous magnetic fields as is common practice for protection of such magnetic tapes.
- (c) The Datavote punches should be carefully stored in their original containers. While mechanical in operation and

sturdy, the punches nevertheless should be kept dirt and dust free and in a moisture proof area.

- (d) Periodic inspection and spraying of the punch slide arm and punch head with silicone spray will maintain the punches in optional working condition. California temperature extremes offer no problems.



FILED

AGREEMENT NO. 81-192

SF  
Revised 9/80

SEP - 21981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

AGREEMENT TO PROVIDE

BY Sharon R. Cooper PROFESSIONAL CONSULTING SERVICES  
DEPUTY

TO YOLO COUNTY

THIS AGREEMENT, entered into this first day of September 1981, and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter called "Consultant") and the County of Yolo (hereinafter called "County"), WITNESSETH THAT:

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the United States Government will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements and will be approved by their representatives,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
  - A. Development of a central services cost allocation plan for the fiscal year ended June 30, 1983 (based on financial data for the fiscal year ended June 30, 1981) which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service such as purchasing, legal counsel, disbursement processing, etc.
  - B. Development of rates to be utilized in claiming central service costs.

- C. Negotiation of the completed cost allocation plan with the representatives of the State Controller's Office.
  - D. Assistance in preparing the initial claims for recovery of funds due the County.
  - E. Training of County staff in the preparation and use of cost allocation plans.
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed by June 30, 1982. The cost allocation plan will be available by December 31, 1981 for your review and our negotiation with the State Controller's Office.
4. Compensation. The County agrees to pay the Consultant a sum not to exceed fifteen thousand dollars (\$15,000) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.
5. Method of Payment. The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. The Consultant shall receive 90 percent (90%) of the agreed upon fee upon submission of the completed plan to the County. The remaining 10 percent (10%) of the fee shall be due upon evidence of successful negotiation of the completed plan with the State Controller's Office. Successful negotiation shall be construed to mean that at a minimum provisional approval to use the costs/rates contained in the plan shall have been received by the County. Payment shall be made within two weeks of the described events.
6. Changes. The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and Consultant, shall be incorporated in written amendment to this agreement.
7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

8. Termination of Agreement. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
9. Information and Reports. The Consultant shall, at such time and in form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan will be turned over the County for safe keeping.
10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on in the County.
12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral, or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
15. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.
16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
18. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan for whatever reason is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.
19. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Yolo County, California  
Courthouse, Room 214  
Woodland, California 95695

David M. Griffith and Associates,  
Ltd.  
5441 Fair Oaks Boulevard  
Carmichael, California 95608

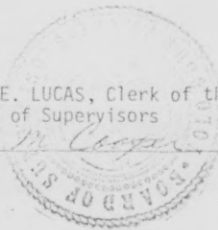
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Robert N. Black

By: ROBERT N. BLACK, Chairman, Board of Supvrs.  
(Official)

ATTEST: PETE E. LUCAS, Clerk of the  
Board of Supervisors

Paula M. Cooper  
deputy



David M. Griffith and Associates, Ltd.

By: Louis E. Chappuie  
Louis E. Chappuie, Vice President

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

Approved as to Form  
Dated \_\_\_\_\_

[Signature]  
County Counsel  
of Yuba County

ESKATON AMERICAN RIVER HOSPITAL  
4747 Engle Road  
Carmichael, California 95608  
AGREEMENT NO. 81-193

AMENDMENT NO. 1  
to Agreement No. 81-16

YOLO COUNTY  
(Clinical Dietetic Intern Training)  
AND  
ESKATON AMERICAN RIVER HOSPITAL

FILED

SEP - 2 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

By: Paula M. Cooper  
DEPUTY

This Amendment is made with reference to the following facts:

1. The Board of Directors of Eskaton on October 21, 1980 changed the hospital name from ESKATON AMERICAN RIVER HEALTHCARE CENTER to ESKATON AMERICAN RIVER HOSPITAL.
2. The parties execute this Amendment for the purpose of recognizing this name change.

NOW, THEREFORE, the parties hereby acknowledge the change of name from ESKATON AMERICAN HEALTHCARE CENTER to ESKATON AMERICAN RIVER HOSPITAL, and agree that this change in name shall in no way affect the rights of either party to the present contract named above.

YOLO COUNTY, a political subdivision  
of the State of California

Robert N. Black  
Date: 9/1/81  
Robert N. Black, Chairman of the  
Board of Supervisors

ATTEST: PETE E. LUCAS, Clerk of the  
Board of Supervisors

By: Paula M. Cooper  
Deputy

ESKATON

dba

ESKATON AMERICAN RIVER HOSPITAL

Charles L. Gladson 6/27/81  
Administrator Date

ESKATON

Dallas L. Gladson 7/14/81  
Dallas L. Gladson, Date  
President

APPROVED AS TO FORM

CHARLES R. MACK  
COUNTY CLERK

By: Ross A. Best  
DEPUTY COUNTY CLERK

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

ESKATON AMERICAN RIVER HOSPITAL  
4747 Engle Road  
Carmichael, California 95608  
AGREEMENT NO. 81-194

AMENDMENT NO. 1  
to Agreement No. 80-205  
YOLO COUNTY  
(Dietary)

AND

ESKATON AMERICAN RIVER HOSPITAL

**FILED**

SEP - 2 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY Paula M. Cooper  
DEPUTY

This Amendment is made with reference to the following facts:

1. The Board of Directors of Eskaton on October 21, 1980 changed the hospital name from ESKATON AMERICAN RIVER HEALTHCARE CENTER to ESKATON AMERICAN RIVER HOSPITAL.
2. The parties execute this Amendment for the purpose of recognizing this name change.

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YOLO COUNTY, a political subdivision  
of the State of California

Robert N. Black

Date: 9/1/81

Robert N. Black, Chairman of the  
Board of Supervisors

ATTEST: PETE E. LUCAS, Clerk of the  
Board of Supervisors

By: Paula M. Cooper

APPROPRIATE DEPUTY AS TO FORM  
CHARLES D. MACK  
COUNTY COUNSEL

By: Robert N. Black  
DEPUTY COUNTY COUNSEL

ESKATON

dba

ESKATON AMERICAN RIVER HOSPITAL

Paula M. Cooper 6/27/81  
Administrator Date

ESKATON

Dallas L. Gladson 7/14/81  
Dallas L. Gladson, Date  
President

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy



SEP - 7 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]*  
DEPUTYAGREEMENT NO. 81-195

(Agreement for Court Investigator Services)

THIS AGREEMENT ENTERED this first day of September  
1981, by and between the COUNTY OF YOLO, hereinafter called COUNTY,  
and RICHARD GREGG, Attorney at Law, hereinafter called  
INVESTIGATOR.

## W I T N E S S E T H:

RECITALS:

1. California Statutes of 1976, Chapter 1357, effective July 1, 1977, requires court appointment of a court investigator to personally interview proposed wards and/or conservatees of specifically enumerated guardianships and conservatorships. (Probate Code Sections 1461.1 and 1754.) The appointed court investigator will also perform the required periodic reviews of such wards and conservatees. (Probate Code Sections 1500.1 and 1851.1.)

2. Said court investigator is required to be "a person trained in law who is an officer or special appointee of the court with no personal or other beneficial interest in the proceedings".

3. INVESTIGATOR is an attorney at law, and is familiar with the aforesaid provision of the California Probate Code, and is willing and able to provide said services.

AGREEMENTS:

1. COUNTY agrees to engage INVESTIGATOR and INVESTIGATOR agrees to provide all court investigator services required to be provided pursuant to California Statutes 1976, Chapter 1357, including but not limited to:

- 1           A. Personal interviews with proposed and existing wards  
2           and conservatees.  
3           B. Drafting the investigation results in a form suitable  
4           for filing in the records of Yolo County Probate  
5           Court.  
6           C. Making himself available upon request of the Probate  
7           Court Judge to discuss said investigations.  
8           D. Performing any and all other services required to be  
9           performed.

10           2. Compensation:

11           In and for sole consideration of the above referenced  
12           services, COUNTY agrees to pay INVESTIGATOR from July 1, 1981,  
13           through June 30, 1982, the sum of SEVENTY-FIVE (\$75.00) DOLLARS per  
14           case assigned, which fee will include any and all mileage and other  
15           incidental expenses.

16           3. Term:

17           The term of this agreement shall be from July 1, 1981,  
18           through June 30, 1982, inclusive.

19           4. INVESTIGATOR is and at all times during the perfor-  
20           mance of this Agreement shall be construed to be an independent  
21           contractor, and not an officer, employee or agent of COUNTY.

22           5. Cancellation:

23           This Agreement may be terminated by either party upon  
24           thirty (30) days written notice.

25        ////

26        ////

27        ////

28        \*////

1 IN WITNESS WHEREOF, the parties fix their hand this first  
2 day of September, 1981.

3  
4 The undersigned Deputy Clerk  
5 of the Board of Supervisors  
6 certifies that pursuant to  
7 Section 25103 of the Govern-  
8 ment Code, delivery of this  
9 document has been made to the  
10 Chairman of the Board of  
11 Supervisors.

12 PETE E. LUCAS,  
13 CLERK OF THE BOARD  
14 OF SUPERVISORS

15 Charles M. Cooper  
16 Deputy

COUNTY OF YOLO, a political  
subdivision of the State of  
California

By: Robert N. Black  
CHAIRMAN OF THE BOARD OF  
SUPERVISORS

Richard Gregg  
RICHARD GREGG  
Attorney at Law

17 ATTEST:  
18 PETE E. LUCAS, Clerk of the  
19 Board of Supervisors

20 By: Charles M. Cooper

21 Deputy

22 (SEAL)

23 APPROVED AS TO FORM:  
24 Charles R. Mack, County Counsel

25 C. Lee Humes  
26 Senior Deputy County Counsel  
27  
28

BOARD OF SUPERVISORS  
Yolo County, California

FILE: <sup>16</sup> PW-13  
Service Areas-County  
El Macero

TO: Public Works

Rescinded Agreement  
No. 81-196

ENTRY: # 1

EXCERPT OF MINUTE ORDER NO. 82-20, ITEM NO. 21 OF THE BOARD OF  
SUPERVISORS MEETING FOR January 12, 1982 AS INDICATED BELOW:

MOTION: Black SECOND: Thompson AYES: Black, Thompson, Marchand, Cameron  
DeMars

18. Approved Transfer of Funds No. 152 in the amount of \$6,500.00 for the Sheriff--Courts/Records.
19. Ratified Resolution No. 82-2 honoring Helen E. Jones on her retirement from the Yolo County Probation Department.
20. The Board of Supervisors, sitting as the CETA Prime Sponsor of the Governing Body, approved and authorized the Chairman to sign the Pre-Application to the Department of Labor for Fiscal Year 1983 Prime Sponsor Designation.
- (21) Amended Minute Order No. 81-755 to delete Item 16 and rescind Agreement No. 81-196 as it was revised and approved by the Board a second time as Agreement No. 81-329, relative to water services in El Macero County Service Area.
22. Adopted and authorized the Chairman to sign Resolution No. 82-6, accepting Lot A (future street) of Subdivision 1000 for Street Purposes, as requested by the Director of Public Works and Transportation.
- X-1. Amended Minute Order No. 81-1119 relative to Deferred Compensation to include a second Agreement which is Agreement No. 81-340-A with Glendale Federal Savings.
- X-2. Amended Minute Order No. 82-1, Item 28 to direct Public Works and Transportation to take appropriate action to establish an account at a convenient bank in Woodland, instead of West Sacramento, for Yolo Transit Systems fare deposits.

FILED

AGREEMENT NO. 81-197

SEP 21 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY: *[Signature]*  
DEPUTY

AMENDMENT TO AGREEMENT  
ESTABLISHING DELTA PLANNING COUNCIL

THAT CERTAIN AGREEMENT made and entered into by and between the COUNTY OF CONTRA COSTA, the COUNTY OF SACRAMENTO, the COUNTY OF SAN JOAQUIN, the COUNTY OF SOLANO, and the COUNTY OF YOLO, political subdivisions of the State of California is hereby amended as follows:

(1) Section 3 of the agreement is amended to read:

3. Membership of Council. The Council shall be composed of fifteen (15) members who shall serve at the pleasure of the appointing authorities and shall be appointed as follows:
- (a) One Supervisor from each of the Counties who shall be appointed by the Board of Supervisors (five members).
  - (b) One elected or appointed official from a Delta local government, such as a City Council member, planning commissioner, recreation commissioner, water agency or district board member, or reclamation board member, from each County who shall be appointed by the County's Board of Supervisors (five members).
  - (c) One individual knowledgeable in Delta matters from each County who shall be appointed by the County's Board of Supervisors. The individual may be a local government official as described in (b) above (five members).

(2) Section 3.5 of the agreement is amended to read:

- 3.5 Executive Committee. The five (5) Supervisors referenced in Section 3(a) above shall serve as the Executive Committee of the Council and shall have the authority and duties as specified in this agreement. A Council Chairman who is not a Supervisor shall be a non-voting ex-officio member of the Executive Committee.

(3) Section 8 of the agreement is amended to read:

8. Officers. Officers of the Council shall be a Chairman and Vice-Chairman, who shall be elected yearly at a meeting specified by the Executive Committee. Officers shall continue to serve when elections are delayed.

(4) Section 9 of the agreement is amended to read:

9. Quorum. a quorum of the Council shall be seven (7) members which shall include a minimum of three supervisors and representation from each of the five Counties.

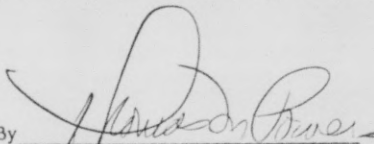
(5) Section 10 of the agreement is amended to read:

10. Voting.

- (a) All Joint Exercise of Powers Agreement Amendment, personnel or fiscal matters shall require the unanimous vote of the Executive Committee.
- (b) A vote of a simple majority of the members of the council at which a quorum is present shall be sufficient to approve all other matters.

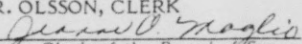
This amendment shall become effective when executed by the Boards of Supervisors of the signatory counties.

CONTRA COSTA COUNTY

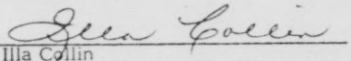
By 

Thomas M. Powers  
Chairman of the Board of Supervisors  
of Contra Costa County, California

(Dated) July 7, 1981

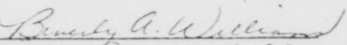
J. R. OLSSON, CLERK  
ATTEST By   
Deputy Clerk of the Board of Supervisors  
of Contra Costa County, California

SACRAMENTO COUNTY

By 

Ila Collin  
Chairman of the Board of Supervisors  
of Sacramento County, California

(Dated) Sept 4, 1981

ATTEST:   
Ass't Clerk of the Board of Supervisors

SAN JOAQUIN COUNTY

By *Douglass W. Wilhoit*  
 Douglass W. Wilhoit  
 Chairman of the Board of Supervisors  
 of San Joaquin County, California

(Dated) JUL 21 1981



JORETTA J. HAYDE, Clerk of the Board of Supervisors

ATTEST: *Cindy DeBrutz*

SOLANO COUNTY

By *Richard Brann*  
 Richard Brann  
 Chairman of the Board of Supervisors  
 of Solano County, California

(Dated) August 20, 1981

ATTEST: *John S. Lantieri*  
 Clerk of the Board of Supervisors



YOLO COUNTY

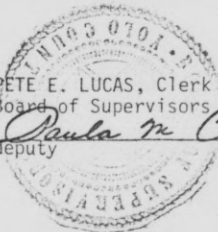
Approved as to Form  
Dated \_\_\_\_\_  
County Counsel of Yolo County

By Robert N. Black  
Robert N. Black  
Chairman of the Board of Supervisors  
of Yolo County, California  
(Agreement No. 81-197)  
(Dated) September 1, 1981

PETE E. LUCAS, Clerk of the  
Board of Supervisors

ATTEST:

Paula M. Cooper  
deputy



FILED

SEP 11 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY: *[Signature]*  
DEPUTY

AGREEMENT NO. 81-198

(Agreement for Consultant Services for Computer-  
Aided-Dispatch Development)

THIS AGREEMENT, made and entered into this 8th day of September, 1981,  
by and between the County of Yolo, hereinafter referred to as COUNTY, and  
TeleComm Consultants, Inc., hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. On September 9, 1980, COUNTY and CONTRACTOR entered into Agreement No. 80-268, wherein CONTRACTOR agreed to provide consultant services for communication dispatch planning. Said work is now underway.
2. COUNTY desires to obtain and CONTRACTOR desires to provide further services in the development of the computer aided dispatch (CAD) facilities contemplated to be construed by COUNTY. CONTRACTOR represents that it possesses the necessary background and expertise to provide these consultant services in keeping with the intent of COUNTY and agrees to provide these services under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. CONTRACTOR shall provide services to COUNTY in accordance with Exhibit A, attached hereto and incorporated by this reference.
2. COUNTY shall cooperate with CONTRACTOR in providing access to information and coordination with outside agencies as needed to facilitate gathering of sufficient information for completion of the project described in this agreement.
3. COUNTY shall pay CONTRACTOR the sum of \$4,500 as follows:

- 1       \$2,000 upon completion of tasks 1 through 5 as set forth in Exhibit A;  
2       \$1,500 upon completion of tasks 6 through 8 as set forth in Exhibit A;  
3       and  
4       \$1,000 upon completion of task 9 as set forth in Exhibit A.
- 5       4. Exhibit B shows the scheduled completion dates for tasks outlined in  
6       Exhibit A. Failure by CONTRACTOR to complete the tasks within thirty (30)  
7       days of the completion dates shown on Exhibit B shall constitute a  
8       material breach of this agreement. The deadlines shown in Exhibit B may  
9       be changed or amended only by mutual written consent of COUNTY and  
10      CONTRACTOR, which consent will not be unreasonably withheld by either  
11      party. COUNTY agrees to complete its review of the preliminary draft, as  
12      described in task 3 of Exhibit A, within three (3) weeks.
- 13     5. It is specifically understood and agreed that CONTRACTOR is an  
14      independent CONTRACTOR and is not subject to the direction and control of  
15      COUNTY, except as to final result. CONTRACTOR shall be solely liable and  
16      responsible for payment of all required taxes and other obligations,  
17      including, but not limited to, applicable state and federal income tax  
18      withholding, state disability insurance, worker's compensation insurance,  
19      and social security. CONTRACTOR agrees to indemnify and hold COUNTY  
20      harmless from any liability which it may incur to the State of California  
21      or to the United States as a result of this contract.
- 22     6. This agreement is not assignable in whole or in part without the written  
23      consent of COUNTY. Such consent, once given, shall not be deemed to waive  
24      the requirement of consent by COUNTY for any subsequent assignment.  
25      CONTRACTOR shall not enter into any subcontracts for any of the services  
26      contemplated under this agreement without the prior written consent of

COUNTY. In this regard, it is specifically understood and agreed that CONTRACTOR is uniquely qualified to perform the services contemplated in this agreement.

7. Time is of the essence of this agreement.

8. Any waiver by COUNTY of any default, breach or condition of this agreement shall not be construed as a waiver of COUNTY of any other default, breach or condition or any right of this agreement. This writing embodies the full understanding of the parties hereto and is intended to supersede all other agreements between the parties as to the subject matter contained herein, either written or oral, prior or contemporaneous, except that this agreement shall not be construed to supersede Agreement No. 80-268, which agreement is for different services. No alteration or variation of any term of this agreement shall be valid unless made in writing signed by the parties hereto.

9. The term of this agreement shall be from July 28, 1981 to January 1, 1983. CONTRACTOR shall commence work on this agreement no later than July 28, and shall complete all tasks on or before the times set forth in Exhibit B.

10. COUNTY may terminate this agreement without notice for any material violation of any term or condition of this agreement by CONTRACTOR.

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1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this  
2 8th day of September, 1981.

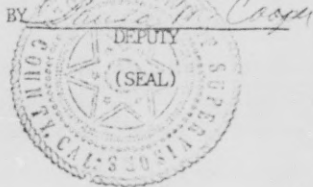
3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5  
6 BY Robert W. Black  
7 CHAIRMAN OF THE BOARD OF SUPERVISORS  
8 COUNTY OF YOLO, STATE OF CALIFORNIA

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

9 ATTEST:

10 PETE E. LUCAS, CLERK  
11 BOARD OF SUPERVISORS



PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Shula M. Cropper  
Deputy

TELECOMM CONSULTANTS, INC.

BY Henry R. Richter  
PRESIDENT

EXHIBIT A

YOLO COUNTY CAD PROJECT

STATEMENT OF WORK

TCI proposes to carry out the following work directed toward the development and implementation of a computer-aided dispatch system in Yolo County:

1. Interview personnel from Yolo County, Winters, Woodland, Davis, and the East Yolo Fire District to identify specific functional considerations for inclusion into a Request for Proposal (RFP) for a Computer-Aided Dispatch (CAD) System. This will consist of an initial group meeting with all potential participants followed by separate interviews with each agency, including the University of Davis for the purpose of defining interface specifications.
2. Meet with the County legal and project personnel to determine legal boilerplate, project structure, and reporting requirements. Meet with County personnel regarding the present status of the County geofile information base. Meet with County Data Processing Personnel concerning technical specifications considerations and interface to present or planned Criminal Justice Systems.
3. Submit a draft copy of the functional specifications RFP document for review by concerned personnel. Meet to receive comments and modifications required and make necessary changes in document as necessary.
4. Submit a final copy of the functional specifications RFP document for final approval by the County. Document to be submitted in a format suitable for issuing to prospective vendors.
5. Provide a recommended bidders list to the County. Yolo County will be responsible for printing the required number of RFP's and issuing the bid request.
6. Participate in pre-bidders meetings or conferences.
7. Participate in bid review and analysis. A formal analysis of the bids will be submitted in the form of an evaluation and recommendation(s).
8. Participate in interviews with the selected finalists. A formal evaluation and final vendor recommendation will be submitted.
9. Participate in the supervision of the CAD vendor during the installation in conjunction with the overall system implementation supervision specified in the existing contract 80-268.

EXHIBIT B

1  
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26

Tasks

1-5  
6-8  
9

Deadline

October 1, 1981  
January 7, 1982  
January 1, 1983



9. Quorum. a quorum of the Council shall be seven (7) members which shall include a minimum of three supervisors and representation from each of the five Counties.

(5) Section 10 of the agreement is amended to read:

10. Voting.

- (a) All Joint Exercise of Powers Agreement Amendment, personnel or fiscal matters shall require the unanimous vote of the Executive Committee.
- (b) A vote of a simple majority of the members of the council at which a quorum is present shall be sufficient to approve all other matters.

This amendment shall become effective when executed by the Boards of Supervisors of the signatory counties.

CONTRA COSTA COUNTY

By

Thomas M. Powers  
Chairman of the Board of Supervisors  
of Contra Costa County, California

(Dated) July 7, 1981

J. R. OLSSON, CLERK

ATTEST By Deborah C. Maglio  
Deputy Clerk of the Board of Supervisors  
of Contra Costa County, California

SACRAMENTO COUNTY

By

Illa Collin  
Chairman of the Board of Supervisors  
of Sacramento County, California

(Dated) Sept 4, 1981

ATTEST:

Deborah A. Williams  
Ass't Clerk of the Board of Supervisors

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25108 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,

CLERK OF THE BOARD

OF SUPERVISORS

Deputy

*Pete E. Lucas*

## 7. The Contractor Shall:

- A. provide an ongoing school-based, Dental Disease Prevention Program for 3,300 students in kindergarten through fourth grade pursuant to Sections 360-373 of the Health and Safety Code and shall comply with the Program Standards developed by the Department of Health Services.
- B. provide each participating student supervised brushing and flossing activities in the classroom throughout the school year. (100% performance of this provision is 5 times/week both brushing and flossing.)
- C. provide each participating student, who has parental permission, a weekly topical application of 10cc of 0.2% neutral sodium fluoride solution. (100% performance of this provision is 1 time/week or an average of 33 rinses/school year.)
- D. provide each participating classroom with three instructional visits by a trained dental health instructor, each averaging 30 minutes or more and two reinforcement visits of 5-20 minutes each. One instructional visit and one reinforcement visit may be done by volunteers who have received at least the training required in paragraph 7(F). (100% performance of this provision is 3 instructional and 2 reinforcement visits.) The instruction shall include but not be limited to the causes, processes and prevention of dental disease, plaque control instruction, nutritional aspects of dental disease, the use of fluorides, oral safety and the need of regular dental care. Dental screenings will not be counted towards instructional visits, however, they may be considered a reinforcement visit.
- E. provide educators and students with educational materials, toothbrushes, floss, and fluoride rinse supplies needed to carry out the program.
- F. assure that all educational and volunteer personnel involved in the program receive four hours of dental health instruction in approved workshop(s). (100% performance of this provision is 4 hours/teacher.) Teachers should be encouraged to integrate ongoing dental health activities with their normal health units and other subjects where possible.
- G. submit to the Department of Health Services, on a monthly or quarterly basis, invoices, and on a quarterly basis, activity reports and a final comprehensive report by June 30, 1982 according to the format and guidelines established by the Department of Health Services.
- H. provide technical assistance and consultation to other Dental Disease Prevention Programs as requested by the department, but only to the extent that funds are herein provided.
- I. maintain a roster of participating schools and classes indicating the total number of participating students in each classroom on a form provided by the Department of Health Services.

8. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor monthly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered and stating the contract number, for actual expenditures in accordance with the budget attached hereto and shown as Exhibit "B" to: Department of Health Services, Dental Health Section, 2131 Capitol Avenue, Room 105, Sacramento, CA 95816. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed \$2,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line items to be reduced in order to increase the excess items and provided that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 2 of this agreement. It is further understood that in no event shall the maximum amount payable under this agreement exceed the reimbursement rate established by law for participating students.

101. CHILDRN DISEASE PREVENTION PROGRAM  
Budget Detail FY 1981-1982

EXHIBIT "B"

CONTRACTOR: Yolo County

Number: 81-77601

|                                                                     |           |
|---------------------------------------------------------------------|-----------|
| A. Personal Services (include rate X time)                          | \$ Amount |
| 1. R.D.H. Coordinator/Educ. (45 days X \$105/day)                   | 4,725.00  |
| 2.                                                                  |           |
| 3.                                                                  |           |
| 4.                                                                  |           |
| 5. Benefits @ _____ %                                               |           |
| B. General Expense                                                  | 0         |
| C. Expendable Supplies                                              | 2,425.00  |
| D. Printing                                                         | 100.00    |
| E. Communications                                                   | 550.00    |
| F. Travel & Per Diem                                                | 2,000.00  |
| G. Equipment                                                        | 0         |
| H. Contractual Services (specify)                                   | 0         |
| 1.                                                                  |           |
| 2.                                                                  |           |
| 3.                                                                  |           |
| I. Data Processing                                                  | 0         |
| J. Rent & Utilities                                                 | 0         |
| K. Other (specify) Miscellaneous expenses, freight charges,<br>etc. | 100.00    |
| TOTAL                                                               | 9,900.00  |

F.Y. 81/82

☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. S.  
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

Project Number: 57-00575-03080-2-01

TITLE OF OFFICER ACTING FOR STATE  
Supt. of Public Instruction

AGENCY

California State Department of Education

Contract Number  
CD-3234

hereafter called the State, and

Yolo County Department of Public Welfare

NOV 24 1981 CWD

hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:  
Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

I. STATEMENT OF WORK:

The Contractor agrees to provide child development services; and that all acts performed or services rendered or subcontracts entered into under this agreement shall be pursuant to and in accordance with: applicable federal and state laws and regulations; the guidelines and standards referenced in Exhibits A and B; and program description Exhibit C, which are attached hereto and by this reference incorporated herein.

II. TERM OF CONTRACT:

This agreement is effective July 1, 1981 through and including June 30, 1982.

III. COST AND PAYMENT:

A. The State agrees to reimburse the contractor in an amount not to exceed \$ 3,079 for satisfactory provision of services performed under this agreement and in accordance with Exhibit C and the budget, Exhibit D, which is attached hereto and by this reference incorporated herein.

B. The Contractor shall be reimbursed for actual and allowable costs at a rate not

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR Agreement 81-200

AGENCY  
State Department of Education

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)

Yolo County Department of Public Welfare

BY AUTHORIZED SIGNATURE

BY AUTHORIZED SIGNATURE

TITLE  
William D. Whiteneck  
Deputy Superintendent for Administration

TITLE  
Robert N. Black  
Chairman, Board of Supervisors

ADDRESS  
725 Court Street, Woodland, Ca. 95699

CONTINUED ON \_\_\_\_\_ SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services  
Use ONLY

AMOUNT ENCUMBERED  
\$ (see above)

APPROPRIATION Child Development Programs FUND General

UNENCUMBERED BALANCE

ITEM CHAPTER STATUTES FISCAL YEAR  
1981 1981-82

ADD. INCREASING ENCUMBERANCE

FUNCTION

\$

ADD. DECREASING ENCUMBERANCE

LINE ITEM ALLOTMENT

\$

D/GS approval not required.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. D.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF AGENCY

DATE

to exceed \$ 1.48 per hour determined in accordance with the Funding Terms and Conditions.

- C. Funding of this agreement is contingent upon appropriation and availability of resources.

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Deputy



FILED

SEP 15 1981

PETE E. LUCAS, Clerk of the

BOARD OF SUPERVISORS

BY Paula M. Cooper this resolution must be adopted in order to certify the approval of

DEPUTY

the Governing Board to enter into this transaction with the State Department of Education for the purpose of providing child care and development services in Fiscal Year 1981-82.

Resolution No. 81-157

BE IT RESOLVED that the Governing Board of Supervisors of Yolo County

authorizes entering into contract number CD- 3234 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

TITLE

SIGNATURE

Robert N. Black

Chairman, Board of Supervisors

Robert N. Black

PASSED AND ADOPTED THIS 8th day of September 1981, by the Governing Board of Supervisors of Yolo County, California.

I, PETE E. LUCAS, Clerk of the Governing Board of Supervisors of Yolo County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at regular public place of meeting and the resolution is on file in the office of said Board.

PETE E. LUCAS, Clerk of the

Board of Supervisors

By

Paula M. Cooper  
deputy (Clerk's signature)

September 8, 1981

(Date)

FILED

1961 DEC 13

RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SAN FRANCISCO

BY

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

*Charles M. Cooper*  
Deputy

#### IV. STANDARD PROVISIONS FOR STATE CONTRACTS

- A. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, sub-contractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
- B. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- C. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- D. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
- E. Time is the essence of this agreement.
- F. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Reimbursement for travel and per diem shall not exceed the rate set forth under State Board of Control rules.

## V. STATE RESPONSIBILITIES

### A. The State hereby agrees:

1. To reimburse the Contractor in accordance with the Funding Terms and Conditions for Child Care and Development programs, CD-9113.
  2. To pay from state and/or federal funds all reasonable and necessary costs of providing services, including rental and other operational expenses. The agreement does not provide for reimbursement of nonapproved capital outlay expenditures, out-of-state travel, or legal fees. Approval from the Department of Education for these items must be given in advance, and in writing.
  3. To develop, formulate, establish, and distribute operating guidelines, program standards, procedures, and instructions for the conduct of Child Care and Development Services.
  4. To provide professional consultation and assistance to contractors.
  5. To institute licensure revocation proceedings in coordination with the Department of Social Services for failure to maintain licensing standards in accordance with all state laws, regulations, and standards.
- B. The State may amend the contract when it becomes evident that the Contractor will not earn the amount of the contract.
- C. The State may offset and recover any audit exceptions or over payments made in this or prior years by withholding funds payable under this agreement or any subsequent agreement between Contractor and State.
- D. Contractor shall be notified in writing of changes in regulation, operating guidelines, standards, procedures or instructions prior to the effective date thereof. Contractor shall be notified of changes in law as soon as possible after enactment.

## VI. CONTRACTOR RESPONSIBILITIES

### A. The Contractor hereby agrees:

1. To use forms prescribed or approved by the State.
2. To maintain records for program review, evaluation, and/or other purposes.
3. To maintain and make available reports and records to persons authorized by the State.
4. To determine the eligibility of families for child development services, and to assess and collect fees only in accordance with the fee schedule designed by the State for the current program year. (Not applicable to School-Age Parenting programs, Resource and Referral programs, and State preschool programs.)
5. To refrain from over-enrolling children or over-spending to a point where it jeopardizes the contractor's ability to perform the contract work.
6. To inform individuals of the right to fair hearings.

7. To submit an annual financial audit acceptable to the State prepared by an independent, public or certified public accountant on or before September 30 (or earlier if specified by the State) for the prior fiscal year. County superintendents and school district programs shall submit audit reports in accordance with State Department of Finance instructions according to Education Code Section 41020. All other programs shall submit audits completed in accordance with instructions provided by the State.
- B. For any transaction to which the Contractor is a party and the other party is: (a) an officer or employee of the Contractor or of an organization having financial interest in the Contractor; or (b) a partner or controlling stockholder of an organization having financial interest in the Contractor; or (c) a family member of a person having financial interest in the Contractor; then the following requirements must be met:
1. The transaction is fair and reasonable to the Contractor.
  2. Prior to consummating the transaction, the governing body authorized or approved the transaction in good faith by a vote of a majority of the directors then in office without counting the vote of any interested director or directors, and with knowledge of the material facts concerning the transaction and the financial interest in the transaction.
  3. Prior to authorizing or approving the transaction, the governing body considered and in good faith determined that the Contractor could not have obtained a more advantageous arrangement after reasonable investigation under the circumstances.
  4. Notwithstanding the above provisions, rental costs for land, buildings, equipment, and other personal property owned by affiliated organizations, officers, or other key personnel of the Contractor or their families are allowable only as use or depreciation allowance.
- C. The Contractor agrees that the State may recoup any payments for goods and services (including rental of facilities), which were made in this or any prior year when the Contractor was providing child development service for the State of California, which were not reasonable and necessary, or which exceeded the fair market value of such goods and services. The recoupment shall be limited to excess payments over and above reasonable or fair market amounts, and any costs of recoupment.
- D. All funds shall be deposited in interest bearing accounts. Under this agreement, interest accrued shall be repaid to the State or offset against earned reimbursement.

## VII. Provisional Status

If Contractor defaults in the performance of any of the terms or conditions of this agreement, and in the opinion of the State, the default(s) can be corrected, the State shall notify the Contractor that within thirty (30) calendar days after receipt of written notice of such default(s) the Contractor shall either:

- (a) submit to the State proof of correction of such default(s); or
- (b) in extraordinary circumstances, submit a plan of correction of such default(s). The plan of correction shall include the method and time frame for correcting default(s). This plan, to be operative, must have the approval of the State prior to the expiration of the thirty (30) calendar days.

While operating under a plan of correction of default(s), the Contractor shall be on provisional status.

### A. Requirements of Provisional Status

Contractor shall submit to the State:

- 1. an inventory of all equipment purchased with State funds.
- 2. the names, addresses and telephone numbers of all families served, and, if the Contractor is purchasing services from child development providers, the names, addresses and telephone numbers of the providers.
- 3. monthly reports of attendance.

### B. If Contractor fails to

- 1. correct the default(s) within thirty (30) calendar days,
- 2. secure approval of a plan of correction within thirty (30) calendar days,
- 3. follow the approved plan,

the state may proceed with termination pursuant to Clause X of this contract.

## VIII. Termination of Contract

### A. Breach of Contract

If Contractor materially breaches any of the provisions of this agreement, the State shall have the right to terminate the contract by giving written notice of termination by mail, return receipt requested, to the Contractor. The procedures under Clause IX are not required to be followed prior to termination under this clause.

1. Specific actions by Contractor that shall constitute a material breach of this agreement include, but are not limited to:
  - a. Repeated noncompliance with the applicable regulations, guidelines and procedures of the State.
  - b. Submission of false information to the State.
  - c. Failure to maintain required records.
  - d. Administrative or financial mismanagement.
  - e. Failure to return to the State any advance payment which exceed the amount earned.
  - f. Inadequate performance of contract (especially under-earning) or inadequate provision of program.
  - g. Denial of access by authorized employees of the State to all program related or fiscal records during normal work hours.
  - h. Failure to submit a timely audit for the previous year's contract.
  - i. Material breaches of the previous years' contracts not discovered by the State until term of current contract.
  - j. Failure to cure defects within the time frame agreed upon with the State after notification of noncompliance.
  - k. Noncompliance with conditions required of Contractor under provisional status.
2. Appeals Procedures
  - a. Notification of Termination: The State shall notify the Contractor in writing by a Notice of Termination stating the reason(s) for the termination. The Notice of Termination shall be sent certified mail, return receipt requested. Except in case of imminent danger to health and welfare of the children, the termination shall be effective on the date specified in the notice or on issuance of an appeal decision under Clause X.E.



- b. Notice of Appeal: Upon receipt of a Notice of Termination, the Contractor may appeal the action by submitting a Notice of Appeal by certified mail, return receipt requested, to the Assistant Director of the Office of Child Development. The Contractor has ten (10) calendar days from receipt of the Notice of Termination to submit a Notice of Appeal.

It is necessary to request either a written or oral presentation of the appeal at the time the appeal is submitted under (d) below. However, to avoid delay, State will schedule a tentative hearing date pending the Contractor's election for such in the Formal Appeal under X.A.2.d below.

- c. Statement of Grounds and Documentation: Upon receipt of a Notice of Appeal, the State has fifteen (15) calendar days to notify the Contractor of the details of the grounds for termination and supporting documentation. This information shall be sent certified mail, return receipt requested. A copy of this information shall also be submitted to an impartial appeals officer.
- d. Formal Appeal: Upon receipt of the Statement of Grounds and Documentation, the Contractor has fifteen (15) calendar days in which to submit a Formal Appeal which shall set forth clearly and concisely the decision being appealed, the reason(s) the Contractor finds such a decision unwarranted and include any written documentation relevant to the appeal. If an oral presentation of the appeal is also requested, it shall be so stated. The appeal shall be sent to the Assistant Director of the Office of Child Development by certified mail, return receipt requested.
1. Written Appeal Only: If an oral hearing is not requested, an impartial appeals officer designated by the Superintendent of Public Instruction will review all available evidence submitted by the Contractor and the State and render a final decision within sixty (60) calendar days after receipt of the original Notice of Appeal.

- (2) The Oral Hearings. If a Contractor requests an oral hearing, the agency shall be given at least ten (10) calendar days advance written notice of the time and place of the hearing and no earlier than ten (10) calendar days after receipt of the formal appeal.

The notice shall be sent by certified mail, return receipt requested. An impartial appeals officer will hear evidence submitted by the Contractor and the State during the hearing. If the Contractor fails without good cause to appear for the hearing, the appeal will be decided on the written material submitted under paragraph X. C and D unless the appeals officer agrees to reschedule the hearing if convinced that the nonappearance was caused by circumstances beyond the control of the Contractor. The appeals officer shall render a final decision within five (5) calendar days after the completion of the hearing or within sixty (60) calendar days after receipt of the original Notice of Appeal, whichever date is later.

- e. The Decision. The appeals officer will make the final decision on the appeal and communicate that decision in writing within the timeframe stated in X.A.2d. (1) or X.A.2.d. (2) above to the Department of Education and the appellant. This decision shall be deemed the final decision of the Superintendent of Public Instruction, absent fraud or gross error, and shall be the final administrative determination to be afforded to the Contractor.

In the event the appeal is upheld, the State shall only be liable for the reasonable costs of prosecuting the appeal, other than attorney's fees, through the appeal process provided for under Clause X.A.

- f. Request for Additional Written Materials on File at the Department of Education. Contractors wishing to secure copies of specific fiscal and compliance documents on file at the Department of Education may request that material in writing prior to or at the time of submission of the Formal Appeal. The requested information will be provided at a reasonable cost and within a reasonable time to the Contractor. The cost of copies of the requested information shall be offset against the Contractor's next payment or if no payment is due, Contractor will be billed.

9. Competitive Application Process. In order to assure that there is no interruption in services to children, the State will initiate a competitive application process for the appellant's contract during the appeal procedure. A new contract will not be let and the appellant may continue to operate during the appeal procedures, unless the termination is based on imminent danger to the health and welfare of children. If the contract is being terminated for this reason, the State shall so specify in its Notice of Termination and shall contract with a new contractor at the earliest possible date.

3. The appeals procedure shall only be applicable to Clause X.A. of this agreement.

B. Termination for Convenience

1. This agreement may be terminated without cause by either party by giving forty (40) calendar days written notice which shall be sent by certified mail, return receipt requested.
2. The Contractor shall have the option to discontinue performance and be relieved of all obligations for further performance pursuant to this contract if any laws, rules regulations, and procedures are changed substantially during the term of this agreement.

Contractor has five (5) calendar days from receipt of notification of pending changes to notify the Assistant Director of the Office of Child Development of the Contractor's intent to terminate if the required changes are unacceptable to the Contractor. The contract shall be deemed terminated forty (40) calendar days after receipt of the notification of the intent to terminate or on the effective date of pending changes, whichever is sooner.

3. If the Contractor terminates this agreement, the State shall only be obligated to compensate the Contractor for actual and allowable cost of performance through the date of termination in accordance with this agreement. There shall be no other compensation to the Contractor.
4. The Contractor shall include a termination for convenience clause in all subcontracts, rental agreements, and other contractual arrangements permitting termination of such agreements without cost.

IX. This agreement is of no force or effect unless or until approved by the Department of Education, the Department of Finance, and the Department of General Services.

X. COMMUNICATIONS

For any communication regarding this agreement, the agency should contact:

- A. Office of Child Development  
State Department of Education  
1500 - 5th Street, 3rd Floor  
Sacramento, CA 95814  
(916) 322-6241

For any communication regarding this agreement, the State should contact:

- B. Agency: Yolo County Department of Social Services

Contact Person: Rod Higgins

Address: P. O. Box 1877, Woodland CA 95695

Phone: (916) 666-8491, ext. 227

EXHIBIT A

Rules, Regulations, and Guidelines

- I. In addition to all applicable state laws and regulations (including applicable Education Code sections, California Administrative Code, Title 5, Division 19 where consistent with existing laws, Health and Safety Code, Division 2, California Administrative Code, Title 22, Division 6) and 45 CFR 74, the Contractor is subject to the following as they existed on the date of contract execution or as amended during the period of performance.
  - A. Office of Child Development Guidelines
  - B. Funding Terms and Conditions for child development programs
  - C. Audit Guide for Auditors of child development programs administered by private, private non-profit, and public agencies.
- II. The following programs have additional applicable regulations listed below:
  - A. Federally funded child care programs
    1. Title XX of the Social Security Act
    2. Title 45 CFR, Part 228
    3. Health and Human Services Day Care Requirements
    4. Department of Social Services Manual of Policies and Procedures
  - B. Migrant Program: Title 34 CFR, Part 204
  - C. Programs of the county welfare departments administered with federal funds
    1. Title XX of the Social Security Act
    2. Health and Human Services Day Care Requirements
    3. Department of Social Services Manual of Policies and Procedures
    4. Welfare and Institution Code. Part 2 of Division 9
  - D. Indo-Chinese Refugee Child Care Program: Public Law 94-24

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
  - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*

EXHIBIT C  
PROGRAM DESCRIPTION

- I. In addition to the common service requirements of age and developmentally appropriate activities, supervision, parenting education and parent involvement, social services, health services, nutrition, and training and career ladder opportunities; the programs and delivery systems listed below shall incorporate the following requirements unique to each program or delivery system:

A. Migrant Child Care Programs

Migrant child care programs shall be designed to meet the needs of an ever-changing group of children for various short-term periods. The basis used for determining overall child development needs must be modified to accommodate the special needs of the migrant child. The migrant child's bilingual and bi-cultural background is one of the special needs that must be provided for.

B. Campus Child Care Programs

The campus child care programs shall care for the children of students on two-year and four-year college or university campuses. In addition, they shall serve as training sites for students enrolled in child development programs at the college.

C. School-age Parenting and Infant Development Programs

School-age parenting and infant development programs shall provide services to the children of school-age parents as well as offer courses in parent education to school-age parents and nonparents while they finish their high school program.

D. Indo-Chinese Refugee Child Care Programs

Indo-Chinese refugee child care programs shall render integrated child development services to eligible children of Indo-Chinese refugees who qualified under the Indo-Chinese Migration and Refugee Assistance Act of 1975 (Public Law 94-24).

E. Programs for the Severely Handicapped Programs

Programs for the severely handicapped shall serve children who are identified as handicapped and having a handicap of such severity that they cannot be adequately or appropriately served in a regular child care and development program, and who require the services of persons with some special training and experience.



F. State Preschool Programs

The state preschool programs are a part-day educational program and shall serve disadvantaged prekindergarten children from low income families. The program shall give strong emphasis to parent education and parent involvement.

G. Intergenerational Programs

The intent of the Legislature is to bring older people together with children to provide for nurturing child care services and, at the same time, provide a meaningful way in which the elderly may become involved in their own communities through the establishment of experimental project centers in which the elderly will serve as aides.

H. Family Child Care Homes

Contracting agency of family child care homes shall assume the responsibility of overall supervision of child care homes, including the coordination of social, nutritional, and health services, and the maintenance of auditable fiscal records and updated licensing files of child care homes. Licensing of child care homes shall be accomplished by the County Welfare Department or by the State Department of Social Services, in accordance with each county's licensing procedure.

II. The program types and child care delivery systems listed below are uniquely different from the program types identified in the above category:

A. Resource and Referral Programs

Primary services provided in resource and referral agencies shall include identifying the full range of existing child care services, establishing and maintaining an information and referral process for parents, maintaining ongoing documentation of child care needs, and providing technical assistance and resources to parents and existing and potential providers of child care.

B. Alternative Payment Program

Alternative payment programs (vendor payment programs) shall certify family eligibility and maintain auditable records of payment to child care providers, and allow for maximum parental choices, whenever possible, among hours of service including before and after school, evenings, weekends, and split shifts. A subsidy may follow the family from one provider to another within a given alternative payment period.

C. Programs Administered by the Department of County Welfare

County welfare departments may administer its own child care programs or utilize the various child care delivery systems available under its jurisdiction. In all instances, however, the county welfare departments shall determine the eligibility of families for child development services, and assess and collect fees in accordance with the fee schedule approved by the Department of Social Services for the current year.

County welfare departments shall require that providers have a planned program of age-appropriate activities in accordance with the statutory regulations and/or provisions of the program for all children receiving child development services.

## EXHIBIT D - BUDGET

TO BE COMPLETED BY ALL CHILD CARE AND DEVELOPMENT AGENCIES

CONTRACTING WITH THE STATE DEPARTMENT OF EDUCATION

- I. Enter the amount shown under Item V; COST AND PAYMENT of the  
STANDARD AGREEMENT (CND use amount shown under Item III.....)

3,079

II. DIRECT COSTS

| <u>BUDGET CLASSIFICATIONS</u> | <u>DESCRIPTIONS</u>                                                                                   | <u>EXPENDITURES<br/>BY<br/>LINE ITEMS</u> | <u>EXPENDITURES<br/>BY<br/>CLASSIFICATIONS</u> |
|-------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------|
| 1000                          | salaries of personnel whose work requires<br>a credential, permit, or license:.....                   |                                           |                                                |
| 1100                          | Salaries of teachers                                                                                  | _____                                     |                                                |
| 1200                          | Salaries of administrators<br>directors, supervisors                                                  | _____                                     |                                                |
| 1500                          | Salaries of health and<br>guidance personnel: nurses,<br>counselors, social workers,<br>psychologists | _____                                     |                                                |
| 1XXX                          | Other salaries: resource<br>teachers, program specialist                                              | _____                                     |                                                |
| 2000                          | Salaries of personnel whose work does<br>not require a credential, permit or<br>license:.....         |                                           |                                                |
| 2100                          | Salaries of teacher assistants                                                                        | _____                                     |                                                |
| 2200                          | Salaries of managers and<br>supervisors                                                               | _____                                     |                                                |
| 2300                          | Salaries of office staff: clerk,<br>secretaries, bookkeepers,<br>office machine operators             | _____                                     |                                                |
| 2XXX                          | Other salaries: custodians, cooks,<br>bus drivers, community aides,<br>health aides                   | _____                                     |                                                |

3000 Employee benefits.....

3100 STRS and 3200 PERS

3290 Independent retirement system

3300 Social security

3XXX Other benefits: health insurance  
unemployment insurance, workers  
compensation

4000 Books, supplies, and equipment  
replacement.....

4200 Books

4300 Instructional supplies: diapers, art  
supplies, including 4400, instruc-  
tional media and media supplies

4500 Other supplies: office supplies,  
custodial supplies, including 4600  
supplies for pupil transportation

4800 Piece-by-piece replacement  
of equipment

5000 Contracted services and other operating  
expenses.....

5100 Contracts for personal services

5200 Travel and conference expansion  
Review Item VI-G of this contract  
before encumbering

5400 Insurances: fire and theft, liability,  
fidelity

5500 Utilities and housekeeping

5600 Contracts, rents, and leases

5700 Audit expenses

5800 Other operating expenses

3,079

3,079

6400 Equipment.....

6410 Audio-visual equipment

\_\_\_\_\_

6430 Food Service equipment

\_\_\_\_\_

6490 All other equipment (COST OF  
\$300 OR MORE MUST BE APPROVED  
IN WRITING AND IN ADVANCE BY  
OCD)

\_\_\_\_\_

III. INDIRECT COSTS: (MUST HAVE PRIOR SDE APPROVAL TO CLAIM  
INDIRECT COSTS).....

IV. SUM OF DIRECT COSTS AND INDIRECT COSTS:  
(Must be equal to Item I-(1) above).....

|       |
|-------|
| 3,079 |
|-------|

## STANDARD AGREEMENT —

APPROVED BY THE  
ATTORNEY GENERALSTATE OF CALIFORNIA  
STD. 2 (REV. 11/75)

BK

Board of Corrections

☐ CONTRACTOR  
☐ STATE AGENCY  
☐ DEPT. OF GEN. SER.  
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 31st day of August 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

AGREEMENT NO. 81-201

FILED

 TITLE OF OFFICER ACTING FOR STATE  
Executive Officer

 AGENCY  
Board of Corrections

 NUMBER  
01.01.76

hereafter called the State, and

DEC - 21981

County of Yolo, a political subdivision

hereafter called the Contractor.

 PETER E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY ANNA M. GALVAN

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Under the provisions of the California Government Code, and the County of Yolo, the County of Yolo and the State Board of Corrections enter into an agreement to provide Contract 01.01.76 for the services and assignment of Leroy Ford, Social Security Number 558 42 2418, an employee of the Office of the County Administrator, Courthouse, Room 202, Woodland, California 95695, to the State Board of Corrections, 600 Bercut Drive, Sacramento, California, under the following terms and conditions.

Department of Finance

The employee is to be assigned to the position of Corrections Consultant in the State Board of Corrections, and will be directly responsible to Norma Phillips Lammers, Executive Officer. The duties will be as described in the attached Duty Statement (Attachment B).

The following expenses incident to the assignment of the employee shall be paid directly to or on behalf of the county employee by the County of Yolo in accordance with county laws:

- (1) Pay and allowances, including educational incentive pay as appropriate, and regular salary increases for which the employee becomes eligible or is approved for general pay increases.
- (2) All costs involving annual leave earned but not used on assignment.
- (3) The County of Yolo's share of costs for health and life insurance and retirement coverage.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA                                                                                                                           |  | CONTRACTOR                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Board of Corrections                                                                                                                |  | CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE, WHETHER A CORPORATION OR PARTNERSHIP)<br>County of Yolo, a political subdivision |  |
| BY (AUTHORIZED SIGNATURE)<br>Norma Phillips Lammers                                                                                           |  | BY (AUTHORIZED SIGNATURE)<br>Peter E. Lucas                                                                                      |  |
| TITLE<br>Executive Officer                                                                                                                    |  | TITLE<br>Chairperson<br>Board of Supervisors                                                                                     |  |
|                                                                                                                                               |  | ADDRESS P. O. Box 1820<br>Woodland, CA 95695                                                                                     |  |
| CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR:                                                                                   |  |                                                                                                                                  |  |
| Department of General Services<br>Use ONLY                                                                                                    |  | APPROPRIATION                                                                                                                    |  |
| FORM                                                                                                                                          |  | FUND                                                                                                                             |  |
| POLICY                                                                                                                                        |  | B-Operating Expense & Equipment                                                                                                  |  |
| PROJECT                                                                                                                                       |  | General                                                                                                                          |  |
| APPROVED                                                                                                                                      |  | FISCAL YEAR                                                                                                                      |  |
| NOV 17 1981                                                                                                                                   |  | 1981/82 82/                                                                                                                      |  |
| BY C. Shredder                                                                                                                                |  | Asst. Chief Counsel                                                                                                              |  |
| AMOUNT                                                                                                                                        |  | UNENCUMBERED BALANCE                                                                                                             |  |
| \$ 81/82 CUMULATIVE \$ 82/83                                                                                                                  |  | \$ 35,178.50/9,257.50                                                                                                            |  |
| ADJ. INCREASING ENCUMBRANCE                                                                                                                   |  | ADJ. DECREASING ENCUMBRANCE                                                                                                      |  |
| S                                                                                                                                             |  | S                                                                                                                                |  |
| FUNCTION                                                                                                                                      |  | LINE ITEM ALLOTMENT                                                                                                              |  |
| Consultant & Prof. Svcs. External/Administrative                                                                                              |  | 325404 Object 404 Index 9001 PCA 10001                                                                                           |  |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. |  | T.B.A. NO.                                                                                                                       |  |
| SIGNATURE OF ACCOUNTING OFFICER                                                                                                               |  | DATE                                                                                                                             |  |
| SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY                                                                                          |  | DATE                                                                                                                             |  |

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

*RNB*  
*888*  
~~2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California\*~~

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

\*2. By this agreement, contractor as a general employer lends its employee to the State Board of Corrections as a special employer and in doing so contractor resigns full control of its employee to the State Board of Corrections for the term of this agreement. The State of California agrees to indemnify, defend and save harmless the contractor, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in the performance of this contract by the employee assigned to the State Board of Corrections pursuant to this agreement.

*(17) 888-8144*  
The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors. W.S. 8144  
PETE E. LUCAS  
CLERK OF THE BOARD  
OF SUPERVISORS

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(4) Workers' Compensation insurance costs, as needed.

Salary will be paid in accordance with the procedures of the County of Yolo. The state, during the term of this agreement, shall pay to the county for services performed by the employee from the Yolo County Administrator's Office the actual costs of salary up to the sum of \$2879 per month plus fringe/staff benefits (up to 34% of salary) as invoiced, not to exceed \$44,436.00. See Attachment C. Workers' Compensation shall apply to any work-related accident incurred by the employee within the scope of this agreement.

The following expenses incidental to assignment of the employee will be paid by the State Board of Corrections in accordance with the laws governing its employees:

- (1) Costs of travel of the employee and transportation of household goods and personal effects to the place of assignment in accordance with the State of California Board of Control rules and regulations.
- (2) Costs of travel for assigned travel required in the official performance of duties.
- (3) Official space, utilities, and any equipment required in the official performance of duties.

The assignment of Leroy Ford to the State Board of Corrections during the assignment period shall not affect his status and rights as an employee of the County of Yolo and he shall be entitled to all sick leave, vacation, retirement, workers' compensation, and other benefits of such county employees. During the contract period, he will be considered to be on assignment as a Corrections Consultant. The period of assignment shall be creditable in determining promotional status, retirement date, and for other benefit purposes as an employee of the county.

The rules and policies governing the internal operation and management of the Board of Corrections will apply to the employee. The rules and policies of both the County Administrator's Office and the County of Yolo governing standards of conduct shall apply to the employee.

At the completion of this assignment, the State Board of Corrections will provide and forward to the Yolo County Administrator's Office a written evaluation of the employee's performance on the assignment.

For the period of July 1, 1982 to September 14, 1982, the state's obligations under this agreement are contingent upon and subject to availability of funds being appropriated for the purposes of this contract.

The Fair Employment Practices Addendum, Standard Form 3, attached to this agreement is hereby included by reference and made a part of this agreement.

This contract will commence on September 15, 1981 and will terminate September 14, 1982. The agreement can be terminated by either party with a written 30-day notice.

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

### 3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, -or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

\*See Labor Code Sections 1411 - 1432.5 for further details.

Under general direction of the Assistant Executive Officer, the Corrections Consultant performs the following duties:

- 50% Advises, consults and provides on-going assistance to local corrections, professional organizations, probation personnel and academicians (such as chiefs of police, county sheriffs, chief probation officers, Chief Probation Officers Association and college administrators) on the \$6.6 million statewide Standards and Training of Local Corrections and Probation Officers Program. Activities include assisting the Assistant Executive Officer in formulating regulations, policies, procedures and guidelines relative to the aforementioned training program; developing, revising, adopting, and promulgating minimum standards for recruiting and training local corrections and probation officers and determining applicability for inclusion in the California Administrative Code.
- 25% Designs job analysis and time and motion study instruments and methodologies geared to assessing tasks, knowledges, and abilities required to perform local corrections and probation duties; performs evaluation and research studies on personnel selection standards and training; provides on-site technical assistance and consultation to local corrections and probation agencies based upon training needs assessment; monitors participating agencies and organizations to verify compliance with training standards; makes recommendations to Assistant Executive Officer relative to certification and decertification of training programs; designs and evaluates studies for reimbursement to local government for costs of training; and gathers, coordinates, and compiles current information on developments in standards and training for correctional personnel.
- 15% Prepares reports to the Legislature on the program as well as responses to inquiries, requests and other materials received relevant to local corrections and probation training.
- 10% Participates on ad hoc committees and work groups related to local corrections and probation training; and performs other duties as required.

## MONTHLY BUDGET REPORT

Salary

\$2879 per month

\$2879

Benefits

Retirement (12.255%)

353

OASDI (6.65%)

191

Management Package (\$2900/num)

242

Unemployment (.6%)

17

Workers Compensation (.74%)

21

\$3703

AGREEMENT NO. 81-20

SEP 11 1981

LEASE

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY [Signature]  
DEPUTY

1 THIS LEASE made and entered into this 8th day of September, 1981,  
2 by and between YOLO COUNTY, a political subdivision, hereinafter called LANDLORD,  
3 and the BATTERED WOMEN'S CENTER OF YOLO COUNTY, hereinafter called TENANT.

## W I T N E S S E T H :

- 5 1. DESCRIPTION LANDLORD hereby leases to TENANT, and TENANT hereby hires on  
6 the terms and conditions hereinafter set forth those certain premises situated  
7 in Broderick, California, County of Yolo, known as 550 "C" Street.
- 8 2. TERM The term of the lease shall commence on September 1, 1981 and expire  
9 on August 31, 1982.
- 10 3. RENT TENANT shall pay the sum of ONE DOLLAR (\$1) to LANDLORD for the term  
11 of the lease.
- 12 4. USE The premises shall be used and occupied only for the purpose of  
13 Battered Women's Center of Yolo County.
- 14 5. UTILITIES TENANT shall pay all charges for utilities used on the leased  
15 premises during the lease term.
- 16 6. REPAIRS AND ALTERATIONS
- 17 A. LANDLORD agrees to maintain the roof and outside walls. TENANT agrees  
18 to pay for all regular and periodic maintenance costs of the heating and  
19 air conditioning to a maximum of \$100. LANDLORD shall pay for that  
20 portion of the cost of any repairs to the heating and air conditioning  
21 system exceeding \$100. TENANT shall pay for any plumbing repairs  
22 occasioned as a result of TENANT'S occupancy, as well as all interior  
23 painting and other repairs to the interior of the premises.
- 24 B. LANDLORD agrees to maintain parking lot and other common areas.

25 ///

26 ///

- 1 7. EXCULPATORY CLAUSE TENANT agrees to indemnify and save LANDLORD harmless  
2 from and against any and all claims arising from any act, omission, or  
3 negligence of TENANT, or its contractors, licensees, agents, servants, or  
4 employees.
- 5 8. INSURANCE During the term of this lease agreement, TENANT shall, at its  
6 own expense, maintain in full force, a policy or policies of public liability  
7 insurance insuring against liability for injury for persons and property,  
8 and for death of persons arising from any accident, injury or damage occurring  
9 in, on, or about the premises, or any portion of them arising from any act,  
10 omission, or negligence of TENANT or its contractors, licensees, agents,  
11 servants, or employees.
- 12 9. ASSIGNMENTS AND SUBLETTING TENANT shall not assign nor sublease the said  
13 premises, or any part thereof, without the written consent of LANDLORD first  
14 had and obtained, and that a consent to one assignment or subletting shall  
15 not be construed as a consent to any subsequent assignment or subletting.
- 16 10. NOTICES All notices required by this Agreement shall be in writing, and  
17 shall be served by deposit in the U.S. Mail, postage paid, and addressed as  
18 follows:
- |    |           |                                        |
|----|-----------|----------------------------------------|
| 19 | LANDLORD: | YOLO COUNTY BOARD OF SUPERVISORS       |
| 20 |           | COUNTY COURTHOUSE                      |
| 21 |           | 725 COURT STREET                       |
| 22 |           | WOODLAND, CALIFORNIA 95695             |
| 23 | TENANT:   | BATTERED WOMEN'S CENTER OF YOLO COUNTY |
| 24 |           | 550 "C" STREET                         |
| 25 |           | BRODERICK, CALIFORNIA 95605            |
- 26 11. CONDITIONAL LIMITATIONS Each term and each provision of this lease  
performable by TENANT shall be construed to be both a covenant and a  
condition.

///

12. WAIVER One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD'S consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

IN WITNESS WHEREOF, the parties hereto have executed Lease on the day and year first above written.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

LANDLORD:

COUNTY OF YOLO, a Political Subdivision  
of the State of California

By Robert N. Black  
CHAIRMAN, BOARD OF SUPERVISORS

TENANT:

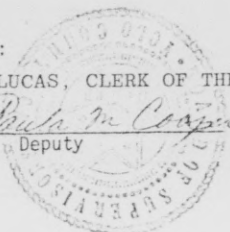
BATTERED WOMEN'S CENTER OF YOLO COUNTY

Annella Cornum  
Executive Director

ATTEST:

PETE LUCAS, CLERK OF THE BOARD OF SUPERVISORS

BY Paula M. Cooper  
Deputy



APPROVED AS TO FORM:

CHARLES MACK, COUNTY COUNSEL

BY Charles Mack, Secy  
DATE 8/21/81



State of California

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REVIEWED 11/9 9:15

FISCAL AND STATISTICAL DA 11-21-81

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ORIGINALS  
5 copies

Nonfinancial Agreement Signature Sheet  
Under the  
Comprehensive Employment and Training Act of 1978  
(P.L. 95-524, Section 204)  
AGREEMENT NO. 81-203

PETE E. LUCAS, Clerk of the Board of Supervisors  
DEPUTY  
Manpower Education Section  
Sacramento  
OCT 1981

1. Prime sponsor:

Yolo County Manpower Agencies  
500 First Street  
Woodland, CA 95695

2. Nonfinancial agreement number

|                     |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8                   | 2 | 0 | 3 | 8 | 5 | 7 | 9 | 9 | 9 | 8 | 5 | 9 | 9 |
| Modification number |   |   |   |   |   |   |   |   |   |   |   |   |   |

State Board of Education  
California State Department of Education  
721 Capitol Mall  
Sacramento, CA 95814

3. Contact person: Meq Sheldon

Manpower Coordinator (916) 666-8536  
Title Phone number

4. Period covered by agreement:

10-01-81 through 09-30-82

5. Agreement:

Pursuant to Section 204 of the Comprehensive Employment and Training Act of 1978 (P.L. 95-524), this agreement is entered into the State Board of Education and (name of prime sponsor) Yolo County

This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from Governor.

6. Estimated costs of training and services by cost category:

| Cost category  | Code | Estimated costs |                       |        |
|----------------|------|-----------------|-----------------------|--------|
|                |      | -Prior-         | Modification (+ or -) | New    |
| Administration | 306  |                 |                       |        |
| Training       | 307  |                 |                       | 69,108 |
| Allowances     | 308  |                 |                       |        |
| Services       | 309  |                 |                       |        |
| TOTAL          |      |                 |                       | 69,108 |

7. Approval by prime sponsor

Signature: Robert N. Black  
Name and title: ROBERT N. BLACK  
Yolo County Board of Supervisors  
Date: 9-8-81

8. Approval by State Board of Education

Signature: Charles H. Robert, Ed.D.  
Name and title: CHARLES H. ROBERT, Ed.D.  
Date: OCT 1 1981

**Program Planning and Budget Information Summaries**  
**Special Grant-Vocational Education**  
 Under the  
 Comprehensive Employment Training Act of 1978  
 (PL 95-524, Section 204)

 Prime sponsor: Yolo County Manpower Division

Nonfinancial agreement number

 Contact person: Meg Sheldon

|                     |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8                   | 2 | 0 | 3 | 8 | 5 | 7 | 9 | 9 | 8 | 5 | 9 | 9 | 0 |
| Modification number |   |   |   |   |   |   |   |   |   |   |   |   |   |

 Phone: (916) 666-8591
**I. Program Planning Summary**

| Vocational education enrollment transactions           | Number of participants, cumulative by quarter, fiscal year-to-date |              |              |              |
|--------------------------------------------------------|--------------------------------------------------------------------|--------------|--------------|--------------|
|                                                        | 12/31/<br>(a)                                                      | 3/31/<br>(b) | 6/30/<br>(c) | 9/30/<br>(d) |
| A. Total participants (Sum of A.1 and A.2)             | 28                                                                 | 37           | 46           | 55           |
| 1. New participants                                    | 9                                                                  | 18           | 27           | 36           |
| 2. Participants carried over from previous fiscal year | 19                                                                 | 19           | 19           | 19           |
| B. Total terminations (Sum of B.1 through B.4)         | 10                                                                 | 21           | 33           | 46           |
| 1. Entered employment                                  | 9                                                                  | 18           | 27           | 37           |
| 2. Additional positive terminations                    |                                                                    |              |              |              |
| 3. Transfer to regular CETA                            | 0                                                                  | 1            | 2            | 3            |
| 4. Other terminations                                  | 1                                                                  | 2            | 4            | 6            |
| C. Planned participants (End of Quarter) (A minus B)   | 18                                                                 | 16           | 13           | 9            |

**II. Budget Information Summary**

| Cost categories   | Code | Funds available                        |                                    |                   | Planned expenditures, this fiscal year (d) | Estimated unexpended funds, end of fiscal year (e - d) (e) |
|-------------------|------|----------------------------------------|------------------------------------|-------------------|--------------------------------------------|------------------------------------------------------------|
|                   |      | Carry-in from previous fiscal year (a) | New funds, current fiscal year (b) | Total (a + b) (c) |                                            |                                                            |
| A. Administration | 306  |                                        |                                    |                   |                                            |                                                            |
| B. Training       | 307  | 19,318                                 | 49,790                             | 69,108            | 69,108                                     | -0-                                                        |
| C. Allowances     | 308  |                                        |                                    |                   |                                            |                                                            |
| D. Services       | 309  |                                        |                                    |                   |                                            |                                                            |
| E. Total          |      | 19,318                                 | 49,790                             | 69,108            | 69,108                                     | -0-                                                        |

**III. Cumulative Quarterly Projections of Commitments and Expenditures**

| Activities                                                                    |     | Amount projected, fiscal year to date |              |              |              |
|-------------------------------------------------------------------------------|-----|---------------------------------------|--------------|--------------|--------------|
|                                                                               |     | 12/31/<br>(a)                         | 3/31/<br>(b) | 6/30/<br>(c) | 9/30/<br>(d) |
| A. Total vocational education funds committed                                 |     | 69,108                                | 69,108       | 69,108       | 69,108       |
| B. Total projected vocational education expenditures (Item B.1 plus item B.2) |     | 17,277                                | 34,544       | 51,831       | 69,108       |
| Projected expenditures for classroom training                                 | 317 | 17,277                                | 34,544       | 51,831       | 69,108       |
| Projected expenditures for services to participants                           | 318 |                                       |              |              |              |

# NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

A detailed explanation of the following five areas will be developed by the prime sponsor for the expenditure of the Governor's Vocational Education funds available for the prime sponsor's area.

- o Needs and objectives for vocational education training and services activities.
- o Vocational education training and services activities to be provided.
- o Results and/or benefits expected from the vocational education training and services activities.
- o Linkages provided by the prime sponsor, sub-grantee or other agencies with the program training and services activities.
- o Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The spaces provided should be adequate to provide the basic information required. Extra pages may be added if necessary to complete the information.

## 1.1 How was the need for vocational education training and/or services established?

Include evidence that there is reasonable expectation of employment in the occupations for which the participants are to be trained.

The need for vocational education training was established through a planning process which analyzed the demand and estimated the supply of skilled workers by occupation and industry. Data to accomplish this task was provided by the Employment Development Department - Employment Data and Research Division and is summarized in the Prime Sponsor's Master Plan. Through this planning process, occupations where there is a reasonable expectation of employment have been established and vocational training referrals will be focused on these areas.

2. For each recommended or prospective Deliverer of Services, describe the following:

- 2.1 The training activities to be provided by each Deliverer of Services.  
2.2 The service activities to be provided by each Deliverer of Services.

Include any Deliverer of Services who will have an activity funded through the Governor's special grant for vocational education.

The prime sponsor will provide all activities and services through referral to educational institutions. Under this arrangement, various educational institutions will be selected to provide training that is matched to the participant's occupational goals.

## NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

3. The results and benefits expected of each component from the training and services activities including evidence of reasonable expectation of employment.

- 3.1 List the results and/or benefits expected from the vocational training and service activities. Include significant segments to be served, the outcome desired, the level of achievement.

The following results and benefits are expected from the program:

- 50% of all participants will be placed into unsubsidized employment in training related occupations.
- 10% of all participants will terminate for other positive reasons.
- 30% of all participants will enter other CETA activities in order to gain needed work experience that will then to secure and retain unsubsidized employment.
- 10% of all participants will terminate for other reasons.

Goals for service to significant segments will parallel those for the overall CETA program in Yolo County:

|                 |     |         |     |        |     |
|-----------------|-----|---------|-----|--------|-----|
| White           | 50% | 16 - 19 | 23% | Male   | 40% |
| Black           | 7%  | 20 - 21 | 10% | Female | 60% |
| Hispanic        | 35% | 22 - 44 | 57% |        |     |
| American Indian | 4%  | 45 - 54 | 7%  |        |     |
| Asian           | 4%  | 55+     | 3%  |        |     |

## BUDGET SUMMARY OF ALL ACTIVITIES

2.3

| Deliverer of Services | Activity            | Participants | Admin. | Training | Allow. | Serv. | Total    | Remarks                                                                                                                        |
|-----------------------|---------------------|--------------|--------|----------|--------|-------|----------|--------------------------------------------------------------------------------------------------------------------------------|
| Various               | Individual Referral | 55           |        | \$69,108 |        |       | \$69,108 | Various educational institutions will be selected to provide training that is matched to the participant's occupational goals. |

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

4. Linkages of the special grant/vocational education with training and services activities with the prime sponsor and other subgrantees or agencies (e.g. recruitment, intake, referral, allowance payments, placement, counseling, etc.)

- 4.1 What agency will be responsible for intake and enrollment and how will intake and enrollment be conducted?

The prime sponsor will be solely responsible for intake and enrollment. These activities will be conducted by the Participant Services Branch of the Manpower Division. Methods of intake and enrollment are explained in detail in the Prime Sponsor's Master Plan.

- 4.2 What agency will be responsible for the payment of allowances? (If this activity is funded with special grant/vocational education funds briefly describe the payment system, criteria under which State Board of Education agreed to pay allowances from special grant/vocational education funds. Prime Sponsor Comprehensive Plan must be submitted.) List of Deliverers of Service to be monitored.

The prime sponsor is responsible for the payment for all wages and allowances. The participant payment system is operated by the Bank of America through a contract with the Manpower Division. The use of vocational education funds for payment of allowances is not anticipated.

- 4.3 What agency will be responsible for placement?

The prime sponsor, as a direct operator of most programs under Title IIB, will be responsible for placement of participants.

- 4.4 Explain how the Quarterly List of Participants will be reported to the Manpower Education Section.

The Management Information System of the prime sponsor will generate all required reports. Information will be tabulated from intake and enrollment forms completed by the prime sponsor intake system.



- 4.5 Provide assurance that all enrollees in the special grant/vocational education program will be prime sponsor's CETA participants.

All participants will receive allowances and services under Title IIB, and will therefore be prime sponsor CETA participants.

- 4.6 Provide justification if non-positive termination rates (Part I of CETA-VE-2) exceeds 20%.

The non-positive termination rate will not exceed 20%.

- 4.7 Provide an explanation of how special grant/vocational education training and services are being coordinated with the prime sponsor's other CETA activities.

Prime sponsor CETA activities will be coordinated by the Participant Service Section. Through this referral system participants services and activities may be provided to any one participant either concurrent or sequentially. For example, 30% of enrollments into vocational education - CETA activities are planned to be transferred into other CETA activities upon completion of training.

5. Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The prime sponsor will judge the effectiveness of training and services through ongoing monitoring, followup, and evaluation. Standards will include program performance, training related placements, wage gain, and job retention.

6. List of all equipment having an acquisition cost of ~~\$1,000~~ <sup>\$500.00</sup> or over to be purchased for vocational education training and/or services. Identify activities in which equipment will be used.

No equipment needs over ~~\$1,000~~ <sup>\$500.00</sup> are anticipated.

FILED

SEP 10 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *Paula J. Cooper*  
DEPUTY

AGREEMENT NO. 81-204

THIS AGREEMENT, entered into this 8th day of September, 1981, by and between Economic Opportunity Commission of Yolo County, Inc., hereinafter referred to as EOC, and Winters Parent Nursery School, a California non-profit corporation, hereinafter referred to as WPNS,

WITNESSETH:

RECITALS:

1. EOC and WPNS entered into Agreement No. 81-132 on June 22, 1981. This agreement supersedes Agreement No. 81-132.
2. The County of Yolo is the grantee of funds from the United States Department of Health and Human Services to operate a Head Start program. The County of Yolo has entered into a contract with EOC to operate its Head Start program.
3. EOC desires to obtain and WPNS desires to provide a Head Start program for seven (7) head start income eligible children at the WPNS Nursery School in Winters, California.
4. WPNS operates a cooperative nursery school in Winters, California. The school serves approximately 50 children, 25 in the morning, and 25 in the afternoon. Seven (7) children to be served by this agreement are to be fully integrated into the WPNS program and will not be served as a separate unit.

AGREEMENTS:

1. WPNS agrees to provide a Head Start program for seven Head Start income eligible children. This program shall meet all of the requirements of the United States Department of Health and Human Services (HHS), as set forth in 45 CFR, Part 1304, including, but not limited to the following:

- 1 A. A pre-school education program consisting of instruction of not less  
2 than four (4) days per week, and not less than four (4) hours per  
3 day, including transportation time. Said instruction shall be  
4 provided in the morning of each school day.
- 5 B. A lunch meeting the minimum requirements of the United States  
6 Department of Agriculture, namely a meal sufficient to meet at least  
7 1/3rd of each child's daily nutritional needs.
- 8 C. For each child in the program, the EOC head start staff meets three  
9 (3) times each year for the purpose of evaluating that child's  
10 progress and development. WPNS agrees that its teacher will  
11 participate in all such meetings. Said meetings shall be at a time  
12 and place mutually convenient to EOC and WPNS.
- 13 D. WPNS shall provide, on a monthly basis, program curriculum reports.  
14 WPNS staff shall be responsible for cooperatively working with Head  
15 Start staff in the discussion of Head Start children's special  
16 needs, testing, individual educational plans, case conferences and  
17 classroom observations, as needed. The monthly meetings between Head  
18 Start staff and parents will provide the opportunity for these  
19 discussions.
- 20 2. WPNS shall not be required to provide the following services required by  
21 the United States Department of HHS in the administration of a Head Start  
22 program, i.e., Head Start Performance Standards: a physical and dental  
23 exam for each child, social services, parent involvement (except as  
24 described in Paragraph 7 below), developmental assessments and special  
25 education services, as required; these services shall be provided by EOC.
- 26 3. Placement of children in the WPNS Head Start program shall be done by

1 EOC. EOC shall be responsible for determining that all children placed in  
2 the Head Start program are eligible for such program. EOC shall screen,  
3 certify and place eligible children in the WPNS program within a  
4 reasonable time, but in no event later than October 1, 1981. In the event  
5 that a vacancy occurs in the WPNS Head Start program on or before  
6 March 1, 1982, EOC shall place another eligible child within a reasonable  
7 time after notice from WPNS, but in no event later than thirty (30) days  
8 after said vacancy occurs. In the event that a child already attending  
9 WPNS is determined to be Head Start eligible, EOC may place that child  
10 into a head start slot at WPNS.

11 4. Each child placed by EOC into the WPNS Head Start program shall be old  
12 enough to begin public school in September, 1982, namely at least three  
13 (3) years, 10 months of age on October 1, 1981.

14 5. For each child placed by EOC in a WPNS Head Start program, EOC shall pay  
15 to WPNS the sum of \$50.00 per month, subject to the following terms,  
16 conditions, and exceptions:

17 A. Each child must attend at least eight (8) school days in a calendar  
18 month in order for EOC's full payment obligation to WPNS to arise.  
19 If a child attends at least four (4), but less than eight (8) days  
20 in a calendar month, then EOC shall pay to WPNS \$25.00 for that  
21 child for that month.

22 B. For the month of December, 1981, the payment from EOC to WPNS shall  
23 be \$25.00 for each child. This reduced amount is to compensate for  
24 the reduced number of school days in December.

25 C. At any time after the close of a calendar month, but in no event  
26 later than the tenth of the succeeding month, WPNS shall submit to

1 EOC an invoice of services rendered, including attendance sheets for  
2 each program participant. Said attendance sheets shall set forth the  
3 reason for any absence by a program participant. Within fourteen  
4 (14) calendar days of receipt of the invoice, EOC shall pay to WPNS  
5 the sum demanded therein.

6 6. This contract shall commence on October 1, 1981 and shall terminate on  
7 May 31, 1982.

8 7. WPNS agrees to provide time and space for monthly meetings of parents of  
9 head start program participants. WPNS and Head Start staff will have the  
10 opportunity to discuss the issues in Paragraph 1 prior to monthly parent  
11 meetings, if needed.

12 8. WPNS agrees that it will not discriminate against any program participant  
13 on the basis of race, sex, religion, national origin, handicapping  
14 condition or any other basis prohibited by law. WPNS further agrees that  
15 it will not discriminate in employment of staff on any basis prohibited  
16 by law. Insofar as possible, EOC agrees that the services to be provided  
17 by it, enumerated in Paragraph 1.D., shall take place off WPNS's  
18 premises and during non-school hours.

19 9. It is understood that WPNS is an independent contractor and that no  
20 relationship of employer and employee exists between the parties hereto.  
21 WPNS agrees to hold EOC harmless from and against any and all claims that  
22 may be made against EOC based on any contention by any third party that  
23 an employer-employee relationship exists by reason of this agreement.

24 10. During the term of this agreement, WPNS agrees to maintain in full force  
25 and effect a policy of public liability insurance with a minimum coverage  
26 of \$300,000. If EOC demands, WPNS shall cause EOC to be named as an

1 additional insured on said policy. Upon demand, WPNS shall give EOC  
2 written assurance of its clients with the provisions of this section.  
3 During the term of this agreement, WPNS shall not change the terms and  
4 conditions of its liability insurance without the consent of EOC.

5 11. WPNS agrees to make its site available to EOC and United States  
6 Department of HHS staff at all reasonable times and on reasonable notice  
7 for inspection and monitoring. WPNS agrees to maintain records for each  
8 program participant and to make said records available to EOC or to the  
9 United States Department of HHS at all reasonable times and places. WPNS  
10 agrees to maintain said records for a period of three (3) years from the  
11 termination of this contract or to turn over all records to EOC at the  
12 termination date of this contract. Said records shall include attendance,  
13 teacher observations as needed, on forms provided by EOC, nutritional  
14 participation and the results of any assessments performed by WPNS.

15 12. Either party may terminate this contract on 60 working days notice  
16 without recourse for any substantial violation of the terms of this  
17 contract by the other party.

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26 / / /

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement on  
2 the day and year first written above.

3 ECONOMIC OPPORTUNITY COMMISSION  
4 OF YOLO COUNTY, INC.

5 BY Audrey Smith Lee  
AUDREY SMITH, Executive Director

6 Dated: September 1, 1981

7  
8 Daisy Liedke  
DAISY LIEDEKE, Head Start Director

9 Dated: Aug. 31, 1981

10  
11 WINTERS PARENT NURSERY SCHOOL

12 BY Linda Mariani  
13 LINDA MARIANI, Treasurer

14 Dated: Aug. 31, 1981

15  
16 BY Louise Gale by L.H.  
LOIS GALE, Staff Director

17 Dated: Aug 31, 1981

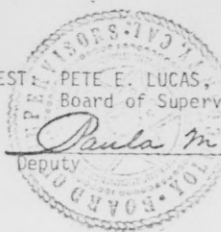
18  
19 YOLO COUNTY BOARD OF SUPERVISORS

20 BY Robert N. Black  
ROBERT N. BLACK, CHAIRMAN

21 Dated: 9-8-81

22  
23 ATTEST: PETE E. LUCAS, Clerk of the  
24 Board of Supervisors

25 By: Paula M. Cooper  
26 Deputy





FILED

AGREEMENT NO. 81-205

SEP 10 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING

BY Pete E. Lucas  
DEPUTY

The Yolo County Board of Supervisors, Yolo County Mental Health Services and the Economic Opportunity Commission of Yolo County, Inc./Head Start Program adopt the following memorandum of understanding concerning the provision of mental health services by Yolo County Mental Health Services to EOC/Head Start program staff and children participating in the Head Start program.

This memorandum reduces to writing the substance of an informal working protocol already in existence among the parties involved.

Yolo County Mental Health Services agrees to provide the following services to EOC/Head Start staff and program participants:

1. At least twice a year, Yolo County Mental Health Services staff will meet with EOC/Head Start staff for pre-service and in-service training of Head Start staff. The purpose of these meetings will be to train and update Head Start staff on the following subjects:

(a) How to spot and identify mental health disorders in Head Start age children.

(b) How to refer children for mental health services.

(c) The types of services and levels of services which are available at Yolo County Mental Health Services and elsewhere.

2. Yolo County Mental Health Services will provide the following mental health treatment and evaluation services to Head Start program participants:

(a) Upon referral and when appropriate for evaluation or

treatment of a referred child, Yolo County Mental Health Services staff will make classroom observations.

(b) Any other treatment services which, in the opinion of Yolo County Mental Health Services staff, are necessary and appropriate for the diagnosis or treatment of a mental health disorder. Nothing in the memorandum shall be construed as preventing the collection of fees from any third party payors for any diagnosis or treatment services provided to Head Start children.

3. Yolo County Mental Health Services staff will advise EOC/Head Start staff of any changes in admission standards or staff changes in program areas affecting Head Start age children.

EOC/Head Start staff will provide the following support and assistance to Yolo County Mental Health Services:

1. Assistance in early identification of Head Start children with mental health disorders.

2. Outreach to and referrals of Head Start children.

3. Assistance in implementation of mental health treatment plans recommended by Yolo County Mental Health Services staff, including home and classroom observation and feedback.

4. EOC/Head Start will advise Yolo County Mental Health Services of any changes in EOC/Head Start policy or staff which impact on services provided by Yolo County Mental Health Services.

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Dated: 9-10-81

Stephen W. Mayberg  
Stephen W. Mayberg, Ph.D.  
Director of Children's Services  
Yolo County Mental Health Services

Dated: 9-8-81

Robert N. Black  
Robert N. Black, Chairman  
Yolo County Board of Supervisors

Dated: 9-8-81

Thomas To  
Thomas To, Chairperson  
EOC Board of Directors

Dated: 9-8-81

Audrey L. Smith  
Audrey L. Smith  
Executive Director  
EOC

Dated: 9-8-81

Daisy

Dorise Liedtke  
Dorise Liedtke, Director  
Head Start Program

Dated: 9-8-81

Edwina S. G. Cline  
Edwina S. G. Cline, Coordinator  
Special Education/Mental Health

Dated: 9-8-81

Bawb Fendrych  
Bawb Fendrych, Chairperson  
Parent Policy Council

Dated: 9-10-81

Captane P. Thomson  
Captane P. Thomson, M.D.  
Program Chief, Mental Health  
Services

APPROVED BY: TO FORM 1

By: Way D. Rott

FILED

SEP 16 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY James D. Cooper  
DEPUTY

AGREEMENT NO. 81-206

(Agreement Extending and Assigning Prior Agreement to Provide  
Engineering Advice to the County of Yolo on Water Matters)

THIS AGREEMENT, made and entered into this 15th day of September,  
1981, among the County of Yolo, a political subdivision of the State of  
California, hereinafter referred to as COUNTY, and Frederiksen, Kamine and  
Associates, Inc., a corporation, hereinafter referred to as OLD CONSULTANT,  
and Borcalli & Ensign, Consulting Engineers, hereinafter referred to as NEW  
CONSULTANT,

WITNESSETH:

RECITALS:

1. COUNTY and OLD CONSULTANT entered into an agreement on November 13, 1979,  
namely Agreement No. 79-438, which agreement by its terms is automatic-  
ally renewed from year-to-year every July 1.
2. Mr. Francis E. Borcalli, the individual who performed the services called  
for in Agreement No. 79-438, has left the employ of OLD CONSULTANT and  
has become employed by NEW CONSULTANT.
3. COUNTY desires that Mr. Borcalli continue to perform the services called  
for under Agreement No. 79-438, and accordingly desires to assign the  
rights and obligations of said agreement from OLD CONSULTANT to NEW  
CONSULTANT.

AGREEMENTS:

1. Paragraph G of Agreement No. 79-438 is amended to read: The term of this  
Agreement shall begin July 1, 1981, and shall be in effect for one year.  
This agreement shall automatically renew year after year on July 1st of  
each year, unless either party notifies the other in writing that it

intends to terminate this agreement, thirty (30) days prior to actual termination.

2. OLD CONSULTANT assigns to NEW CONSULTANT and NEW CONSULTANT accepts from OLD CONSULTANT all rights, duties, and obligations of Agreement No. 79-438. COUNTY hereby consents to the aforementioned assignment.

3. In all other respects, Agreement No. 79-438 is confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

COUNTY OF YOLO, a political subdivision  
of the State of California

BY Robert N. Black  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS  
CLERK OF THE BOARD

BY Paula M. Cooper  
DEPUTY

(SEAL)

NEW CONSULTANT

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

BORCALLI & ENSIGN  
Consulting Engineers

BY Francis E. Borcalli  
FRANCIS E. BORCALLI

OLD CONSULTANT

FREDERIKSEN, KAMINE AND ASSOCIATES, INC. *for*

BY Harold Frederiksen  
HAROLD FREDERIKSEN

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

FILED

SEP 16 1981

AGREEMENT NO. 81-207

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY [Signature] DEPUTY

(For Certain Monitoring and Referral Services)

THIS AGREEMENT, made and entered into this 15th day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Terry Kessler hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this County a Health Services Agency, Alcohol and Drug Program, hereinafter referred to as AGENCY, and has charged the Director of Alcohol and Drug Program through the Yolo County Health Services Administrator to direct and administer the program as a portion of the Yolo County Health Agency Services.
2. Under the auspices of Title 9, Chapter 4, Subchapter 3, of the California Administrative Code, the COUNTY has established as part of the Department of Alcohol and Drug Program the Second Offender Drinking Driver Program hereinafter referred to as the Drinking Driver Program (DDP) which receives referrals from Yolo County Municipal Courts.
3. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Program.
4. PROVIDER has the experience and expertise necessary to provide monitoring and referral services to participants in the Drinking Driver Program.
5. COUNTY desires to obtain and PROVIDER desires to provide monitoring and referral services in connection with the Drinking Driver Program.
6. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representatives and that COUNTY would not execute this Agreement if PROVIDER could not so represent.

1 7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the here-  
2 in described services.

3 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-  
4 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises  
5 contained in hereinafter recited agreements, agree:

6 1. PROVIDER'S SERVICE OBLIGATIONS:

- 7 a. In accordance with the General Program Description (Exhibit "A")  
8 incorporated herein by reference thereto provide to a caseload of a  
9 minimum of forty (40) and amaximum of one hundred and ten (110)  
10 clients per month of the AGENCY upon the referral of AGENCY, the  
11 following list services:  
12 1) Client Monitoring  
13 2) Client Resource Referral  
14 b. CASE CONSULTATION AND INFORMATION EXCHANGE: Meet at times and places  
15 of mutual convenience of the Program Coordinator or facilitator and  
16 monitor upon reasonable notice. Reasonableness for this purpose shall  
17 be construed in light of the urgency of each circumstance as it arises  
18 c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein de-  
19 signated representatives that she is providing monitoring services as  
20 outlined in Exhibit A. Said demonstration shall be made to AGENCY  
21 through AGENCY'S utilization review and, where appropriate, its peer  
22 review contract.

23 2. AGENCY'S SERVICE OBLIGATIONS:

- 24 a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with  
25 the requirements and criteria promulgated from time to time by the  
26 State Department of Alcohol and Drug Programs.  
27 b. CLINICAL SERVICES:  
28 1) Provide CRISIS INTERVENTION and backup CLINICAL services in



accordance with the Working Protocols attached hereto as Exhibit "B" and incorporated herein by this reference.

2) Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives to the conduct of PROJECT.

3) COUNTY'S designated representatives will give prompt attention to review, authorization and report requirements upon notice from PROVIDER which provides adequate and reasonable time for review.

c. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Alcohol and Drug Program.

b. Director of Alcohol and Drug Program may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a

1 result of this contract.

2 6. COMPLIANCE WITH CODE:

- 3 a. PROVIDER agrees to comply with all applicable provisions of Title  
4 9 and 22 of the California Administrative Code and Title 45 Code of  
5 Federal Regulations' Section 205.50 regarding confidentiality of  
6 patient information.

7 7. PAYMENT:

- 8 a. Upon execution of this Agreement and within a reasonable time from  
9 PROVIDER'S submission of an invoice in format prescribed by AGENCY  
10 detailing work performed in the preceeding month and claiming the  
11 amount due for the month, and upon the acceptance by the Director  
12 of Alcohol and Drug Program of the invoice as complete, and re-  
13 flective of the satisfactory progress of PROVIDER, COUNTY will pay  
14 PROVIDER TWO DOLLARS and SIXTY-SIX CENTS (\$2.66) per client visit  
15 for services rendered and as compensation for not shows of scheduled  
16 visits, EIGHT DOLLARS (\$8.00) per month per caseload of fifty (50)  
17 clients, and SIXTEEN DOLLARS (\$16.00) per month per caseload of  
18 ninety (90) clients.
- 19 b. Where a herein recited report, document and/or claim is due from  
20 PROVIDER within a month, payment for that month is expressly condi-  
21 tioned on the acceptance by COUNTY'S herein designated representatives  
22 of the PROVIDER'S progress to be as agreed and the report, document  
23 and/or claim as complete and accurately reflective of that progress.
- 24 c. It is hereby acknowledged by PROVIDER that all patient records and  
25 equipment provided by AGENCY are owned by AGENCY.
- 26 d. COUNTY'S excuse of any given condition precedent or subsequent in  
27 any given circumstance does not constitute a waiver of either that  
28 condition precedent or subsequent or any other condition precedent

- 1 or subsequent as to future circumstances. Where there is a doubt as  
2 to the proper characterization of a provision as a promise or a con-  
3 dition it shall be construed to be both a promise and a condition.
- 4 e. In the event of PROVIDER'S bankruptcy or insolvency it is agreed  
5 that COUNTY, in pressing claims pursuant to this agreement, will be  
6 recognized as the creditor of first priority.
- 7 8. AMENDEMENTS: Except as provided herein, the body of this agreement to-  
8 gether with any exhibits attached hereto, fully expresses all understand-  
9 ings of the parties concerning all matters covered and shall constitute  
10 the total agreement. Except as provided herein, no addition to, or  
11 alterations of the terms of this Agreement, whether by written or verbal  
12 understanding of the parties, their officers, agents or employees, shall  
13 be valid unless made in form of a written amendment to this Agreement  
14 which is formally approved and executed by parties or their successors  
15 in office or interest.
- 16 9. NOTICE: Any notice to be given parties to this agreement may be given  
17 personally or by depositing same post-marked and registered in the United  
18 States Mail, postage prepaid, and addressed to PROVIDER or COUNTY' S here-  
19 in designated representatives, as applicable, at the last known address  
20 of either.
- 21 10. TERM:
- 22 a. This agreement shall commence upon execution and terminate June 30,  
23 1982, unless sooner cancelled by either party upon thirty (30)  
24 days written notice to the other of such intent.
- 25 b. Should either party give notice of cancellation both parties will  
26 exert their best efforts in good faith to find alternatives for  
27 referred persons still requiring services of the type PROVIDER  
28 renders.

1 IN WITNESS WHEREOF, the parties hereto have executed this agree-  
2 ment as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert M. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 PETE E. LUCAS,  
9 Clerk of the Board of Supervisors

10 BY Paula M. Cooper  
11 DEPUTY

12 The undersigned Deputy Clerk  
13 of the Board of Supervisors  
14 certifies that pursuant to  
15 Section 25103 of the Govern-  
16 ment Code, delivery of this  
17 document has been made to the  
18 Chairman of the Board of  
19 Supervisors.

20 J. J. Kessel

21 PETE E. LUCAS,  
22 CLERK OF THE BOARD  
23 OF SUPERVISORS

24 Paula M. Cooper  
25 Deputy

26 APPROVED AS TO FORM

27 CHARLES R. MACK

28 COUNTY COUNSEL

BY Elizabeth A. Hall  
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

MONITORING

General Program Description

- I. In accordance with the terms and conditions of this agreement PROVIDER agrees to provide to the COUNTY the following monitoring services to assist the Coordinator of the Drinking Driver Program.
  - A. To provide monitoring and referral services, including:
    1. Performing fifteen (15) minute face to face interviews;
    2. Recording case notes and attendance in files; and
    3. Referring clients to other resources as needed.

EXHIBIT "B"

DDP PROGRAM RESPONSIBILITIES

The proposed Yolo County Drinking Driver Program will be under the supervision of the county alcoholism administrator, Phil Walker, Director of Alcohol and Drug Abuse Programs, and is subject to review by the County Alcohol Advisory Board and to approval by the Board of Supervisors. It is the responsibility of the program to:

- A. Maintain participant master files that include completed copies of all forms and to assure confidentiality of participant records for a minimum of 36 months.
- B. Provide access to both fiscal and program records on request to the county alcoholism administrator and to the State Department of Alcohol and Drug Programs.
- C. Cooperate with evaluation procedures required by DMV, State Office of Alcoholism, and the County Administrator.
- D. Attend State training program.
- E. Provide required reports to courts, county alcoholism administrator and the State Department of Alcohol and Drug Programs.
- F. Provide a variety of treatment services which meet the State standards of 52 hours of group process and 12 hours of education.
- G. Provide close and regular supervision of participants, program progress and participation by recording in clients' file each session attended and missed.
- H. Maintain effective cooperation with other county DDP's and provide for orderly transfers (see form).
- I. Provide periodic staff training.
- J. Approve/disapprove excuses and schedule make-up monitoring sessions as soon as possible and groups at the end of the program (one year).
- K. Send notification of all participants program completion and termination reports to courts, State Office and county alcoholism administrator (see form).

FILED

SEP 17 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY Paul J. [unclear]  
DEPUTY

AGREEMENT NO. 81-208

THIS AGREEMENT, dated this 15th day of September, 1981, in the State of California, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and HOWARD NEVINS (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

I. RECITALS:

1. COUNTY has received approval from the State of California of its grant application relating to the establishment of a Juvenile Justice Information System. In order to implement this system, it is necessary for COUNTY to contract for the services of a juvenile justice analyst to develop and implement the information system.
2. CONTRACTOR is competent to provide such juvenile justice analyst services, and he desires to do so.

II. AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to provide those juvenile justice analyst services set forth in the approved grant application, and which are more specifically set forth in Exhibit A, which is attached hereto and incorporated herein by reference. CONTRACTOR acknowledges that he has received and reviewed a copy of the approved grant application.
2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement, all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice



1 the profession or to perform the expert professional services required in  
2 this Agreement.

3 3. STANDARDS. CONTRACTOR shall perform all services pursuant to this  
4 Agreement in the manner and according to the standards observed by a  
5 competent practitioner of the profession in which CONTRACTOR is engaged.  
6 All work products of whatsoever nature which CONTRACTOR delivers to  
7 COUNTY pursuant to this Agreement shall be prepared in a substantial  
8 first-class and workmanlike manner and conform to the standards of  
9 quality normally observed by a person practicing in CONTRACTOR's  
10 profession.

11 4. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion  
12 thereof may be assigned or subcontracted by CONTRACTOR without the  
13 express written consent of COUNTY and any attempt by the CONTRACTOR to  
14 assign or subcontract any performance of this Agreement without the  
15 express written consent of COUNTY shall be null and void and shall  
16 constitute a breach of this Agreement. Whenever the CONTRACTOR is  
17 authorized to subcontract or assign, he will include all the terms of  
18 this Agreement in any such subcontract or assignment.

19 5. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless  
20 COUNTY, its officers, agents, and employees from and against any and all  
21 claims, demands, losses, damage, liability, cost and expenses of whatever  
22 nature, including court costs and counsel fees, approving or resulting  
23 from any person, firm, or corporation, who may be injured by CONTRACTOR  
24 in the performance of this Agreement.

25 6. TERMINATION. COUNTY shall have the right to terminate this Agreement at  
26 its sole discretion at any time upon thirty (30) days' written notice to

1 CONTRACTOR. COUNTY shall also have the right to terminate this Agreement  
2 immediately for failure of CONTRACTOR to comply with the terms and  
3 conditions of this Agreement. In the case of early termination, a final  
4 payment may be made to CONTRACTOR upon receipt of a report covering  
5 compensation earned to termination. In the event of such immediate  
6 termination, COUNTY may proceed with the work in any manner deemed proper  
7 by the COUNTY. The cost to COUNTY shall be deducted from any sum due to  
8 CONTRACTOR under this Agreement and the balance, if any, shall be paid to  
9 CONTRACTOR upon demand.

10 7. RECORDS. CONTRACTOR shall maintain a complete and accurate program and  
11 accounting records showing the services performed in connection with the  
12 performance of this Agreement, including working papers in any way  
13 associated with the performance of this Agreement and shall make such  
14 records available for inspection by authorized representatives of COUNTY  
15 at any reasonable time during the performance of this Agreement, and for  
16 a period of four (4) years from and after the date of final payment.

17 8. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and  
18 execution of this Agreement, CONTRACTOR and any agents and employees of  
19 CONTRACTOR are independent contractors and are not and shall not be  
20 construed to be agents or employees of COUNTY, and CONTRACTOR shall have  
21 no authority, expressed or implied, to act on behalf of COUNTY or to bind  
22 COUNTY to any obligation whatever.

23 9. TIME. Time is of the essence of this Agreement.

24 10. NO ALTERATION. No alteration or variation of the terms of this Agreement  
25 shall be valid unless made in writing and signed by the parties hereto,  
26 and no oral understandings or agreements not incorporated herein shall be

1 binding on any of the parties hereto.

- 2 11. LAWS. CONTRACTOR shall comply fully with all applicable Federal, State,  
3 and local laws, ordinances, regulations, and permits. CONTRACTOR shall  
4 secure any new permits required by authorities having jurisdiction over  
5 the project and shall maintain any presently required permits.
- 6 12. COMPENSATION. The consideration to be paid CONTRACTOR, as provided  
7 herein, shall be in compensation for all of the CONTRACTOR'S expenses  
8 incurred in the performance hereof, including travel and per diem unless  
9 otherwise expressly so provided.
- 10 13. SUCCESSORS. This Agreement shall inure to the benefit and bind the  
11 successors of each of the parties.
- 12 14. PAYMENT. The COUNTY, for and in consideration of the covenants,  
13 conditions, agreements, and stipulations of CONTRACTOR herein expressed  
14 does hereby agree to pay as total compensation to CONTRACTOR, an amount  
15 not to exceed \$17,425.00 in the manner set forth in this paragraph. The  
16 actual amount paid to CONTRACTOR shall be based upon hours worked, at the  
17 rate of \$8.50 per hour. CONTRACTOR shall not work more than 220 hours in  
18 any single calendar month. The schedule of services to be performed by  
19 CONTRACTOR shall be as set forth in the time/services graph as set forth  
20 on page 6 of Exhibit A, attached hereto. On or after the last work day of  
21 each calendar month during the term of this agreement, CONTRACTOR shall  
22 submit a claim to the Chief Probation Officer of COUNTY scheduling the  
23 work performed during the previous month and setting forth the number of  
24 hours of services performed. Upon approval of the payment by the Chief  
25 Probation Officer, he shall authorize payment for the number of hours  
26 worked for that month at the rate provided herein.

1 15. TERM. The term of this Agreement shall commence on execution and  
2 delivery, and CONTRACTOR shall complete performance within one (1) year  
3 thereafter.

4 IN WITNESS WHEREOF, this Agreement has been executed by the parties  
5 hereto on the day and year first above written.

6 COUNTY OF YOLO, a political subdivision  
7 of the State of California

8 BY Robert M. Blank  
9 CHAIRMAN OF THE BOARD OF SUPERVISORS  
10 COUNTY OF YOLO, STATE OF CALIFORNIA

11 ATTEST:

12 PETE E. LUCAS, CLERK  
13 BOARD OF SUPERVISORS

14 BY Pete E. Lucas  
15 DEPUTY  
16 (SEAL)  
17  
18  
19  
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25  
26

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

CONTRACTOR:

Charles M. Cooper  
Deputy

BY Howard Nevins  
HOWARD NEVINS



hour, through the use of electronic data and word processing.

- 1.2 To produce enhanced management reports which aid management in efforts to target problem areas and increase services provided.
- 1.3 To eliminate redundancy of information and thereby reduce the redundancy of entering information into the system by initializing a case with an automatically assigned case number, centrally accessible data base consisting of such common information as name, address, age, Social Security number, prior history, charges, court dates, etc.

#### Goal 2.0

To increase available professional time to more effectively deal with juvenile matters and increase community benefit; either through enhanced services or implementation of new services previously not provided due to limited resources.

##### Objectives

- 2.1 Increase the efficiency and effectiveness of the juvenile justice system to reduce clerical activity required to process information through the system.
- 2.2 To re-assign, to clerical, tasks previously undertaken by professional staff in an effort to increase the available professional time to serve juveniles in social, behavioral, domestic and other areas, which in turn will increase community benefit.

#### Goal 3.0

To coordinate and consolidate existing independent systems to provide a consistent and County-wide process for handling juvenile matters and to

1 facilitate greater outreach into the juvenile community.

2 Objectives

- 3 3.1 To establish uniform reports and procedures with regard to  
4 juvenile processing.  
5 3.2 To establish a centralized index of existing County services  
6 provided to juveniles.  
7 3.3 To enable agencies to effectively allocate resources to enhance  
8 outreach and prevention programs.  
9 3.4 To divert youths from referral to the Juvenile Court process,  
10 by an additional 20%, through the expended use of special  
11 programs such as the County Work Project.

12 Goal 4.0

13 To successfully transition and implement a comprehensive Juvenile Justice  
14 Information System utilizing available hardware and software.

15 Objectives

- 16 4.1 To assist in the acquisition of appropriate software and  
17 hardware to meet the determined needs of the juvenile justice  
18 system, and to ensure that the acquired software and hardware  
19 is consistent with the overall criminal justice information  
20 system.  
21 4.2 To establish a transition plan for individual departments to  
22 convert from manual to automated processing.

23 The specific services to be rendered to accomplish the project goals and  
24 objectives, and the estimated number of hours to complete these services are  
25 the following:

26 / / / / /



1 The specific services to be rendered to accomplish the project goals and  
2 objectives, and the estimated number of hours to complete these services are  
3 the following:

4 A. Phase I:

5 Step 1: Tailored system design 100 hours  
6 Step 2: Modified, expanded system flow 100 hours  
7 Step 3: Systems analysis/evaluation 100 hours  
8 300 hours

9 B. Phase II:

10 Step 4: Determination of Systems to be Acquired 160 hours  
11 Step 5: Program and/or Systems Alterations  
12 to System Packages 100 hours  
13 Step 6: Determination of Equipment Configuration 350 hours  
14 Step 7: Cost Benefit Analysis 80 hours  
15 690 hours

16 C. Phase III:

17 Step 8: Active Assistance in Transition Period  
18 Associated with System Implementation  
and Actual Implementation

- 19 (1) Present implementation plan to committee for review  
and critique  
20 (2) Final materials acquisition.  
21 (3) Site preparation/layouts.  
22 (4) Training/personnel requirements.  
23 (5) Hardware/software installation.  
24 (6) File data base conversion and assembly.  
25 (7) Testing and debugging.  
26 (8) Full implementation.

800 hours

|   |                                                                        |             |
|---|------------------------------------------------------------------------|-------------|
| 1 | <u>Step 9:</u> Present operational manual                              | 80 hours    |
| 2 | <u>Step 10:</u> Monitor and review system operations,<br>i.e., control | 50 hours    |
| 3 | <u>Step 11:</u> Enact system refinements where necessary               | 50 hours    |
| 4 | <u>Step 12:</u> Conduct periodic evaluations                           | 30 hours    |
| 5 |                                                                        | 1010 hours  |
| 6 | TOTAL PROJECT HOURS                                                    | 2,000 hours |

Project Not to Exceed 2,050 hours

The time line for the completion of the above-listed tasks is as set forth in the graph contained on the following page.

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TODD COUNTY DEPARTMENT OF JUSTICE INFORMATION SYSTEM PROJECT TIMELINE  
MONTHS

| TASKS:                                                                                                        | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    |
|---------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| FINAL COMPLETION OF:                                                                                          |       |       |       |       |       |       |       |       |       |       |       |       |
| 1. tailored system design                                                                                     | ✓ ✓ ✓ | ✓     |       |       |       |       |       |       |       |       |       |       |
| 2. modified, expanded system flow                                                                             |       | ✓ ✓ ✓ | ✓ ✓   |       |       |       |       |       |       |       |       |       |
| 3. systems analysis/evaluation                                                                                |       | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓     |       |       |       |       |       |       |       |       |
| TO BE FOLLOWED BY:                                                                                            |       |       |       |       |       |       |       |       |       |       |       |       |
| 4. determination of systems to be acquired                                                                    |       |       |       | ✓ ✓ ✓ | ✓ ✓   |       |       |       |       |       |       |       |
| 5. program and/or system alterations to system packages                                                       |       |       |       | ✓ ✓   | ✓ ✓ ✓ |       |       |       |       |       |       |       |
| 6. determination of equipment configuration                                                                   |       | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓     |       |       |       |       |       |       |       |
| 7. cost-benefit analysis                                                                                      |       |       |       |       | ✓ ✓ ✓ |       |       |       |       |       |       |       |
| 8. active assistance in the transition period associated with system implementation and actual implementation |       |       |       |       | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓ ✓ ✓ | ✓ ✓ ✓ |       |       |
| a. present implementation plan to Committee for review and critique                                           |       |       |       |       | ✓ ✓   |       |       |       |       |       |       |       |
| b. final materials acquisition                                                                                |       |       |       |       |       | ✓ ✓ ✓ | ✓ ✓   |       |       |       |       |       |
| c. site preparation/ layouts                                                                                  |       |       |       |       |       |       | ✓ ✓ ✓ |       |       |       |       |       |
| d. training/personnel req's.                                                                                  |       |       |       |       |       |       | ✓ ✓ ✓ |       |       |       |       |       |
| e. hardware/software installation                                                                             |       |       |       |       |       |       | ✓ ✓ ✓ |       |       |       |       |       |
| f. file/data base conversion and assembly                                                                     |       |       |       |       |       |       |       | ✓ ✓ ✓ | ✓ ✓ ✓ |       |       |       |
| g. testing and debugging                                                                                      |       |       |       |       |       |       |       |       | ✓ ✓ ✓ | ✓ ✓ ✓ |       |       |
| h. full implementation                                                                                        |       |       |       |       |       |       |       |       | ✓ ✓ ✓ | ✓ ✓ ✓ |       |       |
| 9. present operational manual                                                                                 |       |       |       |       |       |       |       |       |       | ✓ ✓ ✓ | ✓ ✓ ✓ |       |
| 10. monitor and review system operations, i.e., control                                                       |       |       |       |       |       |       |       |       |       |       | ✓ ✓   | ✓ ✓   |
| 11. enact system refinements where necessary                                                                  |       |       |       |       |       |       |       |       |       |       |       | ✓ ✓ ✓ |
| 12. periodic evaluations                                                                                      |       | ✓ ✓ ✓ |       | ✓ ✓ ✓ |       | ✓ ✓ ✓ |       | ✓ ✓ ✓ |       | ✓ ✓ ✓ |       | ✓ ✓ ✓ |

FILED

AGREEMENT NO. 81-209

INTEGRAL SYSTEMS, INC.

AND

THE COUNTY OF YOLO

SEP 18 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY Pete E. Lucas  
DEPUTY

Agreement made this 18 day of September, 1981 between INTEGRAL SYSTEMS, INC., a Delaware corporation with its principal office located at 45 Quail Court, Walnut Creek, California, hereinafter called "ISI," and The County of Yolo located in Woodland, California with its principal office led the "Client."

PART ONE--LICENSE AGREEMENT

ARTICLE 1: LICENSE

Subject to the terms of this Agreement, ISI hereby grants to the Client the nonexclusive, nontransferable license to use the modules, programs and selected options of the ISI System identified in Appendix A, Section I, "Licensed Modules," complete with documentation and any additional modules licensed in accordance with Article 3.B, hereinafter referred to as the "System" in this Agreement. The Client agrees to keep and use the System only at its primary administrative data processing facility as designated in Appendix A, Section VI, "Designated Facilities" and will not keep or use the System at any other facilities except for emergency purposes or except through written amendment to this Agreement.

The license granted hereunder will commence on the date this Agreement is accepted by the Client and will continue for a period of fifteen (15) years thereafter. The Client may elect to renew the license for an additional fifteen (15) years without additional license fees by giving ISI written notice prior to the license expiration date.

ARTICLE 2: CONTINGENT CHARGES

A. System Maintenance Service

Ongoing system maintenance service will be provided by ISI as set forth in "PART THREE--SYSTEM MAINTENANCE" of this Agreement. After a one year period commencing with the shipping date of the ISI System identified in Appendix A, Section I, an annual maintenance fee will be charged.

B. Taxes

All license fees and system maintenance service fees hereinafter stated do not include local, state/provincial, or federal taxes or duty charges, if any. The Client will be responsible for payment of all sales taxes, personal property taxes, and other taxes or duty charges relating to this Agreement and to the use of the System by the Client.

is

C. ISI Consulting Services

Any modifications to the System, as well as any installation effort, shall be the responsibility of the Client except where otherwise noted in this Agreement. ISI will provide its services to assist the Client in accordance with "PART TWO--SERVICES" of this Agreement and in Appendix A, Section VII, "Additional Services".

D. Documentation

Additional copies of the System documentation will be provided by ISI at the Client's request; the Client will be invoiced at the then-current charge for all additional System documentation plus any freight or handling costs incurred.

ARTICLE 3: LICENSE FEES

A. System License Fee

ISI will invoice the Client a total license fee of \_\_\_\_\_  
Fifty-three Thousand Dollars (\$53,000.00)

for the System licensed hereunder in accordance with Appendix A, Section III, "Schedule of Invoices," of this Agreement. The Client may continue to use the System throughout the term of this Agreement without further payment of license fees except as provided in Article 3.B below or as stipulated in Appendix A, Section VIII, "Additional Usage."

B. System Options

The Client, upon written notice to ISI, may elect to license additional modules of ISI's System at their respective then-published license fees; these additional modules are identified in Appendix A, Section II, "Additional Modules." The license fees for each selected module will be invoiced to the Client upon shipment, at which time each additional module shipped shall become part of the System.

ARTICLE 4: SYSTEM DELIVERY

Licensed modules will be shipped to the Client when available from the ISI Product Library, generally within one month after confirmation of order, unless the Client requests a later delivery date. At its discretion ISI will make shipments on a module-by-module basis. Announced licensed System modules will be included in the ISI Product Library in accordance with ISI's estimated availability date for each licensed module. ISI does not represent or warrant that the availability dates will be met.

ISI will ship materials to the Client by an economical carrier unless otherwise directed by the Client; all freight costs will be billable to the Client.

At the time of shipment, ISI will furnish the following items:

- A. One (1) copy of documentation for each licensed System module as identified in Appendix A, Section I.

- B. Source language material or object language material (on magnetic tape) for all licensed System modules as specified in Appendix A, Section I. The source material furnished will be in conformance with ANS COBOL standards.
- C. Test data (on magnetic tape) to test the licensed System modules.

ARTICLE 5: TITLE

Title to the System will remain in ISI. The license of the right to use the System is personal to the Client and the Client will not transfer or assign the license to any other person, firm, institution, governmental body, or corporation without the prior written consent of ISI. ISI retains all rights to the System delivered pursuant to this Agreement.

ISI represents that it has complete ownership of the System (except where noted otherwise in Appendix A, Section I, "Licensed Modules") and that it has full rights to grant to the Client the uses of and privileges to the System. ISI shall defend and indemnify the Client against any and all claims and damages pertaining to patent, trademark or copyright infringement, or to violation of any trade secret, license, or proprietary rights arising from the intended use of the System by the Client.

ARTICLE 6: CONFIDENTIAL NATURE

A. ISI System

The parties to this agreement mutually recognize and agree that the System delivered as a result of this Agreement contains information proprietary to ISI and has been developed as a trade secret at ISI's expense and is intended solely for the use of the Client. Any publication, reproduction or dissemination of the System, or any portion thereof, to any other person, firm, institution, governmental body, or corporation is prohibited without the prior written consent of ISI.

The Client shall not copy, in whole or in part, any System documentation which is provided by ISI in printed form under this Agreement. Additional copies of such System documentation may be obtained from ISI at the charges then in effect. The Client may copy the System's User Manual(s) as required to operate the System, provided that such copies are made only for exclusive internal use by Client personnel or individuals for whom the Client has received written authorization from ISI; that ISI's copyright statement is made a visible part of any copied System User Manual(s); and, that the Client will maintain appropriate records of the number and location of all such copies.

Any licensed System modules which are provided by ISI may be copied, in whole or in part, in printed or machine readable form in sufficient number for use by the Client to understand the contents of such material, for backup purposes as provided in Article 1: "License," or for archive purposes. The Client will maintain appropriate records of the number and location of all such copies. The original, and any copies of the licensed System modules which are made by the Client, in whole or in part, shall be the property of ISI.

If the original or any copy of the licensed System modules will be kept at other than the Client's designated administrative data processing facility, the Client will notify ISI in writing of a designated location for the original or copy.

The Client agrees to reproduce and include ISI's copyright notice on any copies, in whole or in part, in any form, including partial copies, or modifications, of licensed System modules made hereunder.

The Client will take all reasonable steps necessary to ensure that unauthorized persons will not have access to the System, or its documentation, in any form, and that all authorized persons having access to the System shall refrain from any disclosure contrary to the provisions of this Agreement. Authorized persons shall be employees of the Client and such other persons, who have signed the ISI nondisclosure agreement and for whom written permission has been received from ISI.

If the Client or any of its employees, agents, or representatives shall attempt to use or dispose of the System or any of its aspects or components or any duplication or modification thereof in a manner contrary to the terms of this license, ISI shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts, or attempts, it being acknowledged that legal remedies are inadequate.

#### B. Client Data

ISI agrees to follow any reasonable procedures established by the Client which are designed to prevent the disclosure of any financial, statistical, or personnel data relating to the Client's business when such data is made available to ISI as a result of this Agreement.

#### ARTICLE 7: WARRANTY

ISI warrants that the System as shipped to the Client pursuant to this Agreement will be free from defects in design and will be in conformance with shipped documentation, except where this documentation is, itself, in error in which case the defective documentation will be corrected, for a period of one year after the System is shipped to the Client as provided in Article 4: "System Delivery." The extent of ISI's liability under this warranty is limited to the correction of defective programs as follows: for licensed System modules ISI will provide programming services to correct errors.

When the Client encounters a problem which ISI diagnosis indicates is caused by a defect in a current, unaltered release of the licensed System module, ISI will (1) if the licensed System module is inoperable, apply a temporary fix or make a reasonable attempt to develop an emergency bypass, and (2) prepare a notice of the problem upon provision by the Client of notice in writing along with the necessary documentation showing the basis for the problem claim. ISI Product Services will respond to such a notice by issuing corrected code or by notifying the Client of availability of corrected code. Any other ISI services or assistance will be provided at a charge.



ISI shall have the right to make additional charges for any additional services required resulting from Client use of other than a current unaltered release of the licensed System module.

The warranty stated in this article is in lieu of all other warranties, expressed or implied, on the part of ISI, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. ISI neither assumes nor authorizes any person to assume for it any other warranty or liability in connection with this agreement.

#### ARTICLE 8: LIMITATION OF LIABILITY

ISI shall not be liable, and the Client hereby releases ISI from any liability for any loss or damage resulting from the use of the System by the Client. In providing the Client with the System, ISI is not accepting any responsibility for its utilization or for any decision which may be made in connection therewith.

### PART TWO--SERVICES

#### ARTICLE 9: SERVICES

The term "Services" means ISI assistance in project planning and in the modification, conversion, and installation of the System including, but not limited to: assistance with system specifications and system design; project guidance; formal and informal training of Client personnel in the design, implementation, documentation, and operation of the System; assistance with System modifications and enhancements; and technical advice in the System installation.

#### ARTICLE 10: PROJECT MANAGEMENT

Upon execution of this Agreement, the Client will appoint a Project Director who will have general direction and responsibility for project planning, and for modification, conversion, and installation of the System. The Project Director will assign Client and ISI personnel to the required tasks and will coordinate their activities.

The Project Director shall be the Client's liaison with ISI and shall act as the Client's authorized agent for the purposes of administration of this Agreement. The Project Director shall have final authority for acceptance of ISI's services and for approval of ISI's invoices.

#### ARTICLE 11: ISI SERVICES

##### A. ISI Account Manager

Upon execution of this Agreement, ISI will assign an Account Manager who will serve as ISI's liaison with the Client, will administer this Agreement for ISI, and will schedule assignments of ISI personnel to the Client's project in accordance with the provisions of this Agreement.

B. Consulting Services

ISI will provide the services of its consultants to assist the Client at the hourly rates set forth in Appendix A, Section V, "Service Rates." Services will be provided on site at the Client's offices as well as off site at ISI's offices. The services of ISI personnel consumed in providing telephonic consultation, off site analysis, and any other off site Client related activities shall be billable. Travel time to and from the Client's site shall be billable.

C. ISI Personnel

In recognition of the fact that ISI personnel providing services to the Client under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent ISI from performing such similar services or otherwise restrict ISI from using these personnel for other purposes. ISI will make every effort consistent with sound business practices to honor the specific requests of the Client with regard to the assignment of ISI employees; however, ISI reserves the sole right to determine the assignment of its employees.

D. Expense Reimbursement

The Client will reimburse ISI for all reasonable travel, subsistence, car rental, mileage expense, telephone, clerical and other incidental expenses actually incurred in the performance of services under this Agreement. The Client will also reimburse ISI for special or unusual expenses incurred at the Client's request.

E. Billing

ISI will invoice the Client at the beginning of each month for billable services (including reimbursable expenses) provided in the preceding period.

F. Taxes

There shall be added to any charges for services under this Agreement amounts equal to any applicable taxes however designated, levied or based on such charges or on this Agreement or the services rendered hereunder, including state/provincial and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by ISI in respect of the foregoing, exclusive of taxes based on net income.

ARTICLE 12: SPACE AND FACILITIES

The Client agrees to furnish without charge, reasonable space and suitable facilities for ISI personnel assigned to perform services under this Agreement. The Client will provide sufficient office space, parking reasonably near the office space, clerical support, data preparation support, computer turnaround during regular business hours, disk space, and any other item significant to the achievement of project objectives.

#### ARTICLE 13: INDEMNITY

Each party agrees to indemnify the other party, its officers, agents and employees from any and all claims or causes of action arising from the performance of services in accordance with this Agreement. This clause shall not be construed to bar any legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement.

#### PART THREE--SYSTEM MAINTENANCE

#### ARTICLE 14: SYSTEM MAINTENANCE

Upon execution of the Agreement, ISI will provide the Client with System Maintenance Service. This service is comprised of the changes to the licensed System modules which ISI undertakes in the course of its general modification and/or enhancement activities; the Service will include the provision (when released by ISI) of the following items:

- A. Operational improvements (upgrades) to all licensed modules to improve software efficiency or maintainability (e.g., program source code improvements which reduce run time, reduce memory requirements, improve the maintainability of the software; revised or added documentation to improve operation or maintainability of the modules).
- B. U.S. and Canadian federal tax calculation and reporting changes to allow these processes to be consistent with current law and its application (e.g., changes in algorithms affecting tax table processing, and/or tax reporting).
- C. Functional improvements to licensed modules and/or documentation which support other U.S. and Canadian federal reporting requirements (e.g., EEO compliance reporting).
- D. Functional enhancements added to the licensed modules (e.g., source code and documentation to reflect expanded benefits capabilities).
- E. Changes or modifications to programs and/or documentation to correct errors.
- F. Telephone consultation to ISI Product Services which ISI, at its discretion, considers reasonable to aid the Client in its use of the licensed modules.

Minor improvements and modifications will be distributed in source code form on a continuous basis; upgraded versions of the licensed modules, which incorporate the improvements and modifications as well as enhancements and new features, will be distributed on magnetic tape as new releases become available. Documentation revisions, or additional documentation when required, will be delivered to reflect the most recent versions of the licensed modules.

ARTICLE 15: DISCONTINUANCE

ISI reserves the right to discontinue System Maintenance Service on any or all licensed modules and/or to redefine the terms and provisions of the Agreement as it relates to the System Maintenance Service; in the event of such discontinuance or redefinition ISI will provide the Client with ninety (90) days' prior written notice.

ARTICLE 16: CLIENT MODIFICATIONS

Local changes made by the Client to the licensed modules do not invalidate the System Maintenance Service; however, it is the Client's responsibility to ensure there are adequate controls on the Client's modifications to the licensed modules so as not to preclude the effectiveness of this Service. ISI assumes no liability for the Client's use of supplied maintenance, or for the applicability of the maintenance for the Client's purposes, or for consequential damages even if ISI has been advised of the possibility of such damages.

ARTICLE 17: ANNUAL MAINTENANCE FEES

System Maintenance Service fees are determined annually; the system maintenance will be automatically discontinued, unless payment of the System Maintenance Service is received from the Client on or before the renewal date. Should the Client discontinue the Service and subsequently request System Maintenance Service, then ISI may assess additional charges to restore the Client's licensed modules to the current ISI version.

PART FOUR--GENERAL PROVISIONS

ARTICLE 18: SEVERABILITY

Each article and provision of this Agreement is severable from the entire Agreement, and if one provision hereof is declared invalid, the remaining provisions will nevertheless remain in effect.

ARTICLE 19: AGREEMENT

The term "Agreement" as used herein includes any future written amendments, modifications, or supplements made in accordance herewith.

ARTICLE 20: AMENDMENTS

To be effective all amendments, modifications, or supplements to this Agreement shall be in writing and shall be signed by an authorized representative of each party.

ARTICLE 21: NOTICES

All written communications from one party to the other regarding this Agreement or its interpretation shall be delivered by certified mail or registered mail to the other party's authorized representative at the other party's principal office location. Authorized representatives shall be the Client's Project Director and the ISI Account Manager.

ARTICLE 22: ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the rules of the American Arbitration Association at a hearing held in or near the city of the Client's principal office, and judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction thereunder.

ARTICLE 23: INDEPENDENT CONTRACTORS

The parties hereto agree that ISI and any agents or employees of ISI, in the performance of this Agreement, will act only in the capacity of representatives of ISI and not as officers or employees or agents of the Client.

The parties hereto agree that the Client and any agents or employees of the Client, in the performance of this Agreement, will act only in the capacity of representatives of the Client and not as officers or employees or agents of ISI.

ARTICLE 24: PAYMENT TERMS

ISI invoices for license fees and billable services will reference this Agreement and will be directed to the Client's Project Director for approval and payment. All invoices are due upon receipt. Late payments are subject to a finance charge of one and one half percent (1.5%) per month; this finance charge will be computed from the 30th day after issuance of the invoice. The Client must provide ISI with a written notice of delay in payment within ten (10) days of invoice issuance in order to request a waiver of the finance charge. No cash discounts apply to this Agreement.

ARTICLE 25: TERMINATION

A. By the Client

Should ISI breach this Agreement, then the Client may elect to terminate this Agreement by giving ISI at least thirty (30) days' prior written notice of termination. In the event of such a termination, ISI shall be entitled to and shall receive payment in full for all licensed modules and services satisfactorily performed through the effective date of termination. ISI shall deliver to the Client all work completed or in progress through the effective date of termination and the Client shall retain license rights to all licensed modules delivered and paid in full.

B. By ISI

Should the Client default in the payment of any license fees or service fees, or reimbursable expenses, or should the Client otherwise breach this Agreement, then ISI may elect to terminate this Agreement by giving the Client at least thirty (30) days' prior written notice of termination. In the event of such a termination, the provisions of Article 25.A (above) shall apply; except that in the event of termination for default in the payment of license fees, service fees, or reimbursable expenses, the Client will immediately return to ISI all documentation and other items relating to the System, and will refrain thereafter from using the System,



Appendix A

Page 1 of 3

I. Licensed Modules (Reference Articles 1, 3.A, and 4)

| <u>FEE</u>                                  | <u>LICENSE FEE</u> | <u>DELIVERY SUPPORT<br/>HOURS</u> |
|---------------------------------------------|--------------------|-----------------------------------|
| A. LIBRARY MODULES                          |                    |                                   |
| Payroll/Personnel System<br>(On-line, KSAM) | \$45,000           | 56                                |
| MORETAX (California)                        | No Charge          |                                   |
| Position Control (Batch)                    | 8,000              | 16                                |

B. ANNOUNCED MODULES

|                                                      |                                                                                                                       |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Payroll/Personnel System<br>(On-line, <u>IMAGE</u> ) | Once available from ISI's<br>Product Library, the IMAGE<br>version will be made available<br>at no additional charge. |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|

II. Additional Modules (Reference Article 3.B)

A. LIBRARY MODULES

B. ANNOUNCED MODULES

- |                                                                                                                                                    |          |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|----|
| 1/ Applicant Tracking<br>(On-line, anticipated availability<br>date December 1, 1981)                                                              | \$19,000 | 32 |
| 1/ If the Client elects to acquire the Applicant Tracking System,<br>ISI's current price of \$19,000 will remain in effect until<br>March 1, 1982. |          |    |

ISI



III. SCHEDULE OF INVOICES

Reference: Article 3.A

- A. Fifty percent (50%) of the total System license fee will be invoiced upon execution of this agreement by both parties.
- B. Fifty percent (50%) of the total System license fee will be invoiced upon shipment, installation, and demonstration test of each module using ISI-supplied test data, or three (3) months from the date of this Agreement, whichever occurs first; unless ISI does not deliver a module or modules within three (3) months, in which case prorata invoices may be issued on a module-by-module basis if delivery is made in stages.

IV. CONSULTING SUPPORT

ISI will provide 72 person-hours of consulting support to the Client; this consulting support is provided without additional charge except for reimbursable expenses. Support hours not consumed within six (6) months of the effective date of this Agreement shall be forfeited. Consulting support is provided prorata with payment of the related license fees.

V. SERVICE RATES

Reference: Article 11

The following hourly rates will be the basis for ISI's fees for service:

Consultant                      \$65/hour

The above rates are subject to change by ISI upon three (3) months' written notice to the Client.

VI. DESIGNATED FACILITIES

Reference: Article 1

Upon execution of this Agreement, the Client's designated facilities shall be The Yolo County primary administrative offices

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## Appendix A

Page 3 of 3

### VII. ADDITIONAL SERVICES

Reference: Article 2.C

The Client may require delivery and installation support in addition to the delivery support provided with the System. ISI shall upon written request of Clients Project Director, provide the services of additional ISI personnel to assist and consult with Client in the implementation of the ISI System. These services would be oriented toward, but not limited to such tasks as forms design, system interfaces, system conversion, and user training. Such written request shall be at least fifteen (15) days in advance of the ISI consultant's required start-date. It is anticipated that up to one hundred twenty five (125) additional hours at a sixty-five (\$65) dollar hourly rate could be required during the project. Client must use all of these services by March 1, 1982, to retain the (\$65) dollar hourly rate.

### VII. ADDITIONAL USAGE

Reference: Article 3.A

The Client, upon written notification to ISI, and upon ISI's receipt of any additional license fees due, may use the System at or for additional organizational units of the Client or at or for additional organizations authorized by ISI. Such usage requires the payment of additional license fee rates and policy.

The Client's written notification to ISI shall include the address of the additional organizational unit, the method of usage, the computing system make and model (if any), the licensed modules desired, whether or not System Maintenance Service is desired, and the name and telephone number of the individual to whom all correspondence should be directed.

Any organizational unit, which licenses its own copy of the System, is restricted from obtaining ISI's System updates from another organizational unit. If the organizational unit desires System updates from ISI, it may subscribe to ISI's System Maintenance Service at the service rate and undiscounted license fees then in effect.

### VIII. ANNUAL MAINTENANCE FEES

Reference: Article 17

System Maintenance fees will not increase by greater than a 15% inflationary index (based upon the formula of contracted prices within Appendix A x inflationary index of a maximum of 15% x ISI's standard maintenance percentage of 12%).

si

By Elizabeth A. Wells

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Department of General Services  
CHIEF COUNSEL

OCT 19 1981

RECEIVED

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Deputy

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

2. The period of this contract shall be July 1, 1981 through June 30, 1982.
3. The attached Exhibit A(S), entitled Additional Provisions, is made a part hereof by this reference.
4. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse Contractor not more frequently than quarterly, in arrears, upon submission of an invoice in triplicate stating the time period covered and contract number for actual expenditures in accordance with the budget (attached hereto, and shown as Exhibit B). The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any individual line item shall not exceed \$5,000; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement and to specifically identify the line item(s) to be reduced in order to increase the excess item(s) and provided further that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 5 of this agreement.
5. The total amount payable by the State to the Contractor under this contract shall not exceed \$40,000.
6. Budget: See attached Exhibit B. Amounts reimbursable under this contract are designated "State Share". The Contractor shall expend matching funds for this program (in the form of cash, facilities, or services), as set forth in Exhibit B, at least equal to the state share reimbursable under this contract. Contractor shall provide certification, with each invoice, that he is in conformance with this matching requirement. This certification, in conjunction with satisfactory site visits to Contractor by Adult Health Section staff, shall constitute sufficient documentation of contractor's conformance to the matching requirement.
7. Invoices, reports, and other communications from the Contractor shall be sent to the Adult Health Section, Department of Health Services, 714 P Street, Sacramento, CA 95814.
8. This contract may be cancelled by either party upon 30 days written notice to the other party. Likewise, the State may reduce the amount of this contract by 30 days written notice to the Contractor, in which case the Contractor may proportionately reduce the level of services provided pursuant to paragraph 1.A. of this contract.

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICESADDITIONAL PROVISIONS  
(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE  
COST REIMBURSEMENT CONTRACTS)(1) Fair Employment Practices

The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Travel and Per Diem

Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) Prior Authorization Requirement

- A. Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. The terms "purchase order" and "subcontract" as used in this paragraph (3) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(4) Personnel Standards

All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State.

(5) Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this contract shall conform to high professional standards.

(6) Furnishing of Property by the State or Purchase of Property with State Funds

- A. 1. All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed or furnished by the State under the terms of this contract and not fully consumed in the performance of the contract shall be the property of the State and shall be subject to the provisions of this Paragraph A, as well as Paragraphs B, C and D below.
2. (Applicable only if State purchases nonexpendable property on behalf of or reimburses Contractor for cost of nonexpendable property.)
- a. At the time of purchase of equipment under the terms hereof, either by the State or Contractor, the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1.

- b. Contractor shall at the request of the State, submit an inventory of equipment furnished or purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually.
  - c. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
3. (Applicable only if State furnishes nonexpendable property to Contractor.)
- a. State furnished property to be used by Contractor in the performance of this contract is identified on the "Inventory of State Furnished Property", which is attached to and made a part hereof by this reference.
  - b. At the termination of this contract, the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
- 4.
- a. If, under the provisions of Paragraph 2 above, any part of such property is motor vehicles, the State Office of Procurement shall purchase said motor vehicles for and on behalf of the Contractor. The provisions of Paragraph (6) - B, below are applicable to this paragraph concerning motor vehicles.
  - b. If, under the provisions of Paragraphs 2 or 3 above, any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Subparagraphs C through F below.
  - c. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.
  - d. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
  - e. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.
  - f. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.

The certificate of insurance will provide:

- 1) That the insurer will not cancel the insured's coverage without 15 days written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.



- 3) That the State will not be responsible for any premiums on the policy. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- B. If the State and at the State's sole option, through its Office of Procurement, purchases any equipment listed in the budget approved for this contract, the cost of said equipment will be deducted from said contract amount. Contractor shall submit to State a separate list of the equipment specifications. State will pay vendor directly for equipment and title to said equipment will remain with the State. Said equipment will be delivered to the Contractor's address as stated in said contract unless notified by Contractor in writing.
- C.
1. Title to State property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
  2. State property shall be used only for the performance of this contract.
  3. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any State property.
  4. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection, and preservation of State property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of State property.
- D. *For equipment only.* Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial number, model number and location where equipment will be used during the term of this agreement. Said paid receipts will be attached to Contractor's invoices submitted to the State, together with Exhibit A - 1 as stated in Paragraph A.2, above.
- (7) Invoices and Income Restrictions
- A. It shall be Contractor's sole obligation to prepare and submit to the State an invoice for payment of services at the time and in the manner stated elsewhere in this contract.

- B. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

(8) Examination of Accounts, Audit, and Records – Subcontract Language

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection, audit and reproduction by the State or any of its duly authorized representatives.
- C. The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by Subparagraphs 1 or 2 below.
1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, whichever is later.
- D. The Contractor further agrees to include in all his subcontracts hereunder a written agreement with said subcontractor or vendor, the following clause:

*"(Name of Vendor or Subcontractor) agrees to maintain and preserve, until four years after termination of (Contractor's name) agreement or contract with the State of California, and to permit the State or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records of (Name of Subcontractor or vendor) related to this (purchase order or subcontract)."*

(9) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(10) Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(11) Nondiscrimination in Services, Benefits, and Facilities

- A. The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, or age as provided by state and federal law.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served.
- C. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, or age.

(12) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(13) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(14) Affirmative Action for Handicapped Workers

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Federal Director of the Office of Federal Contract Compliance Program, provided by or through the Federal contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- G. In addition to complying with the provisions of Paragraphs A through F above, Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 84.

(15) Age Discrimination Act of 1975

Contractor agrees to the provisions of the Age Discrimination Act of 1975, as amended, pertaining to the prohibition of discrimination based on age in all federally-assisted programs or activities, as detailed in Federal Regulations, 45 CFR, Part 91.

(16) Final Invoice - Final Report - Retention of Funds

If a final report is required by this contract, 10% of the face amount of the contract or 50% of the final invoice, whichever is the larger amount, but not to exceed \$3,000, shall be withheld until after receipt by the State of an acceptable report.

(17) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(18) Utilization of Small Business Concerns

- A. It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.
- B. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(19) Utilization of Minority Business Enterprises

- A. It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.
- B. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Nonminority women-owned firms may be included when business is 50% owned and operated by a woman and the co-owner is not her husband, or 51% (or greater) when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

(20) Printing

If printing or other reproduction work of more than an incidental and minor dollar amount is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through the Office of State Procurement, the cost will be deducted from said contract amount.

(21) Meetings, Seminars or Workshops

The following shall be subject to prior written approval by the State: locations, costs, dates, agenda, instructors, instructional materials, and attendees and any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media.

## FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex\*, age\*, national origin, or physical handicap\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

### 3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*\*See Labor Code Sections 1411 - 1432.5 for further details.*

BUDGET  
COUNTY OF YOLO  
PREVENTIVE HEALTH CARE FOR THE AGING

July 1, 1981 -- June 30, 1982

| <u>Item</u>                                    | <u>County Share</u> | <u>State Share</u> | <u>Total</u>  |
|------------------------------------------------|---------------------|--------------------|---------------|
| Personnel:                                     |                     |                    |               |
| 1.00 Public Health Nurse II<br>(\$1840.83 mo.) | \$ 11,204           | \$10,886           | \$22,090      |
| 0.65 Public Health Nurse I<br>(\$1546.67 mo.)  | 9,040               | 3,024              | 12,064        |
| 1.00 Community Health Worker<br>(\$1230 mo.)   |                     | 14,760             | 14,760        |
| .05 Director of Public Health<br>Nursing       | 1,553               |                    | 1,553         |
| .10 Supervising Public Health<br>Nurse         | 2,782               |                    | 2,782         |
| .33 Health Educator                            | 9,309               |                    | 9,309         |
| .075 Supervising Clerk                         | 1,087               |                    | 1,087         |
| <u>Staff Benefits at 25%</u>                   | <u>8,394</u>        | <u>8,216</u>       | <u>16,610</u> |
| TOTAL PERSONNEL COSTS                          | 43,369              | 36,886             | 80,255        |
| Operating Expenses:                            |                     |                    |               |
| General Expenses                               | 250                 | 350                | 600           |
| Communications                                 | 132                 | 132                | 264           |
| Travel                                         | 500                 | 1,200              | 1,700         |
| Equipment                                      | 500                 |                    | 500           |
| Staff Training                                 | 400                 | 400                | 800           |
| Consultant--Nutritionist<br>96 hrs. @ \$10.75  |                     | 1,032              | 1,032         |
| Indirect Costs @ 14%                           | <u>6,321</u>        |                    | <u>6,321</u>  |
| TOTAL OPERATING EXPENSES                       | 8,103               | 3,114              | 11,217        |
| TOTAL BUDGET                                   | 51,472              | 40,000             | 91,472        |



STANDARD AGREEMENT FOR COUNTY SPECIAL NEEDS AND PRIORITIES FUNDING

ORIGINAL  
FILED

OCT 19 1981

County of Yolo  
(Yolo County Agreement No. 81 211)

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY: *[Signature]*

The State of California (hereinafter called the State) by and through the Department of Health Services and the County of Yolo (hereinafter called the County) in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed do hereby agree as follows:

Article I

This Agreement is entered into pursuant to the provisions of the Welfare and Institutions (W&I) Code Section 16700 et seq. The definitions of terms used in this Agreement shall be determined under W&I Code Section 16700 et seq.

Article II

1. Funds provided pursuant to this Agreement are to share in funding the net costs of a county/community clinic project

hereinafter called the Project. A copy of the County proposal for the Project is attached and is hereby made a part of this Agreement.

2. Funds to be provided are an allocation of up to \$ 30,140 in accordance with W&I Code, Section 16707. This amount represents State funding from the County Health Services Fund at the rate of one State dollar for each County dollar expended for the project during the period of June 1, 1981 to June 30, 1982.
3. The State shall recover any funds provided herein which are not expended in accordance with this Agreement. Recovery of funds may be accomplished through reduction of future payments to the County from the County Health Services Fund or from any funds payable for any other purpose. The recovery shall be limited to the State funded portion of the amount not expended in accordance with this Agreement.

Article III

1. The County agrees to incur net costs of State and County funds in an amount of at least \$ 60,280 for the Project. In the event that net costs for the Project are less than this amount, the State shall recover the State funded portion of the difference.

(continued on reverse)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

State of California

County of Yolo

Signature *[Signature]*

Signature *[Signature]*

Title *[Signature]*

Title *[Signature]*

Date OCT 19 1981

Date September 22, 1981

ATTEST: Pete E. Lucas, Clerk of the Board of Supervisors

APPROVED AND TO FORM  
COUNTY SEAL

*[Signature]*  
CLERK OF THE BOARD OF SUPERVISORS

2. The County agrees that any costs for the Project hereby claimed are exclusive of those net costs for health services which have been or will be reported pursuant to W&I Code, Section 16704, and which are included in any "Standard Agreement for County Health Services" entered into by the Department and County.
3. The County agrees that any expenditures for equipment subvended pursuant to this Agreement shall not be reported as net county costs through expensing, use allowance, or depreciation for purposes of State/county cost sharing pursuant to W&I Code, Section 16704.
4. The County agrees to expend one County dollar for each State dollar of net costs incurred for the project during the period June 1, 1981 through June 30, 1981.
5. The County agrees to expend one County dollar for each State dollar of net costs incurred for the Project during the period from July 1, 1981 through June 30, 1982.
6. The County agrees that sufficient records, files, and documentation will be maintained concerning Project activity and costs incurred under this Agreement and will be accessible for a period of at least four years from the date of final payment or the expiration of this Agreement, whichever is later, or in the event of a State audit, until the audit has been resolved, or until the end of the regular four year period, whichever is later.
7. The County agrees to provide access during normal working hours to authorized representatives of the Department of Health Services and of other State agencies to all records, files, and documentation related to this Agreement, subject to applicable State and Federal regulations and laws regarding confidentiality.
8. The County agrees to provide in a form and manner specified by the Department:
  - a. A report of actual expenditures, revenues, and net costs incurred pursuant to this Agreement by July 30, 1982 to the Department of Health Services, Office of County Health Services and Local Public Health Assistance.
  - b. Other reports on activities conducted pursuant to this Agreement as requested by the Department of Health Services.
9. The County agrees to adhere to all funding conditions included in this Agreement.
10. The County agrees to expend monies received pursuant to this Agreement in accordance with the attached budget which is hereby incorporated in this Agreement.

The undersigned Deputy Clerk  
 of the State of Supervisors  
 certifies that pursuant to  
 Section 27110 of the Govern-  
 ment Code, all copy of this  
 document has been made to the  
 Chairman of the Board of  
 Supervisors.  
 P. J. LONIS,  
 CLERK OF THE BOARD  
 OF SUPERVISORS  
 Deputy

## FUNDING CONDITIONS

The following funding conditions are attached to and made a part of the Standard Agreement for County Special Needs and Priorities Funding for the County of Yolo.

Prior to payment of any funds the County shall:

1. Provide the following -

- a. A more detailed description of the need for and scope of the information and referral system.
- b. Description of role and duties of the program coordinator to be hired by Davis Free Clinic.
- c. Assessment of the interest of other agencies, public and private in your project.
- d. Detailed program evaluation.

This information should be submitted to the Department by September 30, 1981.

2. The State shall authorize payment for the amount of \$15,070 upon the execution of this Agreement and the submission of the information requested in funding condition #1. A second payment of up to \$15,070 shall be made after January 1, 1982, and no later than June 30, 1982.
3. Narrative project reports shall be submitted to the Department on January 15 and April 15, 1982. A final narrative report shall be submitted by July 30, 1982. These reports should be submitted in the form and manner specified by the Department.
4. A copy of any fully executed County/Clinic Contract must be submitted to the Department.

Category of SNAP funds to be requested  
(please check one)

- ☐ Elderly  
☐ Children  
☐ Maternal Care  
☒ County/Primary Care Clinic Demonstration  
☐ Improved Management in County Health Systems

1. Attached is the Special Needs and Priorities Program Proposal and Budget for the County of Yolo

2. Contact Person

Name: Lynn Scuri

Title: Administrative Coordinator

Mail Address: Davis Free Clinic, 603-4th St., Davis, CA 95616

Telephone: (916) 758-1510

3. Project Duration Requested (June 1, 1981 to June 30, 1982 Maximum)

From: June 1, 1981

To: June 30, 1982

4. Brief project summary (use additional sheet if necessary): The purpose of the project would be to establish a formalized patient referral system between Yolo County Ambulatory Clinics, Davis Community Clinic and Regional Rural Health Program Clinic in Yolo County. The money would be used to hire a part-time facilitator and secretaria help to develop a cooperative project in order that the three health agencies may provide more accessible and a higher quality of comprehensive and cost effective care, through linkages between community clinics and county facilities.

5. Total Amount of SNAP Funds Requested on the Application \$ 30,140

6. Please check one of the following:

- ☐ A copy of the County Board of Supervisors' Resolution to commit county funds to this project is attached.
- ☒ A copy of the County Board of Supervisors' Resolution to commit funds to this project will be sent to you within 30 days following notice of award of funding.

7. Certification: Applicant hereby affirms that the statements herein are true and complete to the best of the applicant's knowledge.

Chairperson  
Board of Supervisors  
(or duly authorized representative)

Date

## BACKGROUND AND NEED STATEMENT

Yolo County is a rural county of approximately 113,374 people. The minority population of 17% made is up of 11.4% Mexican-American and 3% Blacks.

The county consists of three major population centers: East Yolo, an industrial area with the largest minority population; Woodland, a farm community; and Davis, a university oriented center. In addition, rural centers including Esparto, Winters and Dunnigan contain approximately 20% of the county population. These four census tracts in Yolo County have been designated as Medically Underserved Areas. Each area of the county will be addressed by this linkage program according to its specific needs and characteristics.

Numerous problems at present prevent the primary care clinic services from meeting their potential for serving patient need; these are described here: As a result of the ethnic and geographical makeup of Yolo County, problems often arise because of <sup>1)</sup> language and transportation needs. Patients experience difficulty getting to health centers. They also have <sup>2)</sup> problems in working through the various health provider agencies that presently exist in Yolo County because there is no health system to link the services together. Each health provider must maintain his own resources and referrals. The patient is dependent upon the thoroughness of his particular provider's ability to assist him in seeking appropriate referrals. The patient may get lost because of <sup>3)</sup> lack of formalized referral process or he may be denied services that could be made available to him if known. Another problem that occurs is the client ending up at a local hospital emergency room because of <sup>4)</sup> unclear referral messages given to him by health agencies. This process may cause several medical bills to be generated where only one was necessary. A big problem is lack of resources (a person) to organize a health system (framework) to help eliminate some of these barriers.

## PROJECT DESCRIPTION

We are proposing hiring a Facilitator to establish a system of health resources and information to be available to providers and clients. The Facilitator will also be responsible for training of the clinic staff in the use of this system. The Facilitator's job description, goals and DCC objectives shall be decided upon by a joint committee of the three agencies (Yolo County Health Services, RRHP & DCC). The ombudsman's on going activities shall be directed by a committee composed of equal representatives of the three participating agencies. The purpose of the system will be to improve the patients access and continuity of medical care. Through a cooperative referral system, we can eliminate duplication of services and provide a cost effective referral system of care based upon linkages between Community Primary Care Clinics and County outpatient services. The cost efficient aspect will also be promoted by agency sharing and cataloging of educational equipment, supplies and space.

This Facilitator will also create a system for the consumer to be able to move freely between health centers in Yolo County without loss of continuity of care and quality of services. The three agencies working together in this proposal have five centers that are in five different geographic locales of the county. Davis Community Clinic, is located in the central part of the county and serves young working poor who have congregated to this university community. The Davis Community Clinic provides general medical, family planning, perinatal, and the counties only drug abuse service. Yolo County Health Services Agency has an outpatient clinic in Broderick, which is the eastern part of the county. They also have outpatient/hospital based clinic services at Yolo General Hospital, centrally located in Woodland. In addition, mental health, alcohol and public health nursing are provided out of Woodland. This includes nursing services for the elderly and outreach and consultation services to assist the elderly in maintaining their independence and dignity, and allows them to remain as long as possible in the home setting.

Regional Rural Health Program has comprehensive outpatient clinics with emergency and inpatient hospitalization privileges in Knight's Landing, in the most northern part of the county and Esparto, in the most western part of the county. The agency specializes in Spanish bilingual and bicultural services to the migrant/agricultural population. They also have a clinic in Dixon, Solano County which the most southern Yolo County population uses. All clinics maintain current State licenses.

It will be the purpose of the project Facilitator to gather information and describe and have functional by the end of the funding period, a working linkage information and referral for patients with system with different needs, a patient continuity of care flow pattern.

#### PROJECT OBJECTIVES

1. By the end of the first two months of funding the three providers shall have written a job description and hired a Primary Care Services Facilitator for Yolo County.
2. By the end of the funding period have a written and implemented a health delivery access plan to assure availability of patient care in all geographic areas of Yolo County. The protocol will be based upon agreed to patient care linkages between the committed agencies.
3. By the end of the funding period there will exist and useable I & R manual for providers and clients. The providers listed in the manual must be committed to participate in this health delivery system.
4. By the end of the funding period have a complete manual of all types of educational materials available to the three Yolo County provider agencies.

#### PROJECT EVALUATION

During the first month of this project two things must occur. A committee representing the three interests involved must be formed. This committee will serve as the project's steering group. The committee must be composed of equal representation from each agency. Secondly, this committee must write a one year time line for the project. The time line needs to be written with monthly goals listed.

The evaluation of this project should be conducted by the steering committee. The evaluation should be done through regular monthly meetings with the Facilitator. The Facilitator will be required to



produce a written monthly report demonstrating his/her progress in relation to the time line indicators.

A written report based upon the committee's monthly evaluations and the time line shall be submitted quarterly to the interested and concerned governing bodies. By the end of the funding period the health systems FACILITATOR shall submit a final report summarizing and listing the activities completed. They shall also include in this report suggested means of continuation of this system by the active steering committee.

In summary this project will promote and implement a cost effective health care linkage system throughout Yolo County. This system will minimize the possibility of duplication of operations. This cooperative endeavor will improve access of services and continuity of care by providing leadership in developing a county wide health linkage system. We will also be improving the quality of patient care through the sharing of educational materials and equipment.

At the end of the funding cycle the steering committee shall continue with the further development and implementation of the goals of this project. We envision this project as being used as a rural county cooperative model for the delivery of services that are more accessible, cost effective and provide an improved quality of medical care.

PROPOSED PROJECT BUDGET  
Summary Information

Form 1

For the Period Beginning 6-1-81 and Ending 6-30, 1982

County of YOLO  
Davis Community Clinic

| BUDGET                                                                                                                                                 |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Budgeted Amounts                                                                                                                                       |                                     |
| • Personnel (Itemize on next page with position, title, monthly salary, project period, percent of time on project, and project cost in Justification) | \$ —                                |
| • Employee benefits = _____ %                                                                                                                          | 1,000                               |
| • Equipment                                                                                                                                            | 2,990                               |
| • Travel (Describe in Justification)                                                                                                                   | 24,100                              |
| • Operating Expense (Describe in Justification)                                                                                                        | 46,841                              |
| • Contracts and Consultation (Itemize by name of contractor or consultant, duration, and amount of contract or rate of reimbursement in Justification) | --                                  |
| • Other (Itemize and describe in Justification)                                                                                                        | --                                  |
| • Administrative Overhead = _____ % <u>1/</u>                                                                                                          | --                                  |
| A. Total Budgeted Expenditures                                                                                                                         | A. 74,931                           |
| B. Expected Revenues                                                                                                                                   | B. --                               |
| C. Total Net County Cost                                                                                                                               | C. 74,931                           |
| D. Requested State Share (50% of C, but may not exceed State funding limit for projects in this category*)                                             | D. 30,140<br>(SNAP Funds Requested) |
| E. County Share (C minus D, but must be equal or greater than D)                                                                                       | E. 44,791                           |

1/ Attach a copy of the most recent approved indirect Cost Rate Proposal (ICRP) for your County.

\* The county must agree to match net costs in at least this amount. County net costs applied as match for SNAP funds must be exclusive of those net costs included as match in the County Health Services Plan and Budget.

County of YOLOProject Period 6-1-81 to 6-30-82COMPREHENSIVE PROGRAM BUDGET DETAIL

- Personnel: For each position in the proposed program, list the position title, monthly salary, project period, percent of time on project, and the total project cost. Briefly identify the component and activities for each position.

| <u>POSITION<br/>TITLE</u> | <u>POSITION<br/>STATUS 1/</u> | <u>MONTHLY<br/>SALARY</u> | <u>PROJECT PERIOD<br/>(# MONTHS BUDGETED)</u> | <u>% TIME</u> | <u>TOTAL PROJECT COST 2/</u> |
|---------------------------|-------------------------------|---------------------------|-----------------------------------------------|---------------|------------------------------|
|---------------------------|-------------------------------|---------------------------|-----------------------------------------------|---------------|------------------------------|

TOTAL \$ ---

- 1/ New position = 1  
Existing position = 2  
Existing but vacant position = 3

2/ Monthly Salary X Project Period X % Time

- Equipment: Describe all equipment purchases over \$150.00. Itemize type of equipment, cost and purpose. All equipment over \$300 must be leased or rented unless justification is submitted to support an exception.

| <u>Type</u>           | <u>Purpose</u>  | <u>Cost</u>             |
|-----------------------|-----------------|-------------------------|
| Typewriter, Selectric | Required typing | \$1,000 SNAP funds only |

Total \$ 1,000

- Travel - please specify

In-state travel (no out-of-state travel allowed) -

- Mileage

13,590 miles at 22 ¢ per mile (SNAP Funds Only)

-Airfare

Total \$ 2,990

- Operating Expense

Supplies \$ 2,000 SNAP Funds OnlySpace Rentals (\_\_\_¢ per foot x \_\_\_ feet) \$ --Duplication Services \$ 1,000 SNAP Funds OnlyCommunications \$ 2,400 SNAP Funds Only  
(if not included in administrative overhead; please specify)

|                 |                            |                                     |
|-----------------|----------------------------|-------------------------------------|
| Other (specify) | PH Lab Work \$11,000       | } \$ <u>18,700</u> PH Dept. Support |
|                 | Child Health Conf. \$6,500 |                                     |
|                 | Immunizations \$ 600       |                                     |
|                 | PH Clinic Supplie \$ 600   |                                     |
|                 |                            | Total \$ <u>24,100</u>              |

Contracts: List the name of contractor or consultant, the duration of contract, and the amount of contract and rate of reimbursement.

|    | <u>Name</u>                             | <u>Duration</u>  | <u>Amount</u> |
|----|-----------------------------------------|------------------|---------------|
| 1. | Davis Free Clinic<br>(Existing Program) | 6-1-81 - 6-30-82 | \$26,091      |
| 2. | Davis Free Clinic<br>(SNAP Project)     | 7-1-81 - 6-30-82 | *\$20,750     |
|    | a. Facilitator (0.5 FTE)                | \$13,750         |               |
|    | b. Secretarial Support                  | 5,000            |               |
|    | c. Admin. Overhead                      | <u>2,000</u>     |               |

\* Equip, Operating & Travel expenses for SNAP may be added to this amount.

Total \$ 46,841

Other: Itemize and Describe

Total \$

Project Financial Data  
For June 1, 1981 through June 30, 1981  
ONLY

Form 3

Expenditures

| Budget Unit #<br>(if known) | Title                                      | Amount   |
|-----------------------------|--------------------------------------------|----------|
| 501-1                       | PH Protection (Davis Free Clinic Provider) | \$ 2,007 |
| Total Expenditures          |                                            | \$ 2,007 |

A.3

Revenues

| Revenue Acct.<br>Number<br>(if known) | Title | Amount |
|---------------------------------------|-------|--------|
|                                       |       |        |
| Total Expenditures                    |       | ---    |

B.3

NOTE - This form should be completed only if your proposed project is requesting SNAP funds and proposing to match those funds with net costs incurred during June 1981.

## Project Financial Data

For FY 1981 - 1982

Expenditures

| Budget Unit #<br>(if known) | Title         | Amount    |
|-----------------------------|---------------|-----------|
| 501-1                       | PH Protection | \$ 72,924 |
| Total Expenditures          |               | \$ 72,924 |

A.4

Revenues

| Revenue Acct.<br>Number<br>(if known) | Title | Amount |
|---------------------------------------|-------|--------|
| Total Expenditures                    |       | --     |

B.4



|             | TOTAL         | SNAP          | NCC           |
|-------------|---------------|---------------|---------------|
| Equipment   | \$1,000       | \$1,000       | --            |
| Travel      | 2,990         | 2,990         | --            |
| Operating   | 24,100        | 5,400         | \$18,700      |
| Consultants | <u>46,841</u> | <u>20,750</u> | <u>26,091</u> |
|             | \$74,931      | \$30,140      | \$44,791      |

BK

ORIGINAL

## STANDARD AGREEMENT FOR COUNTY SPECIAL NEEDS AND PRIORITIES FUNDING

FILED

County of Yolo

(Yolo Co. Agreement No. 81-212)

OCT 19 1981

The State of California (hereinafter called the State) by and through  
 Department of Health Services and the County of Yolo  
 (hereinafter called the County) in consideration of the covenants, conditions,  
 agreements and stipulations hereinafter expressed do hereby agree as follows:

BY: PETE E. LUCAS, Clerk of the  
 BOARD OF SUPERVISORS  
 BY: Chula M. Cooper, DEPUTY

## Article I

This Agreement is entered into pursuant to the provisions of the Welfare and Institutions (W&I) Code Section 16700 et seq. The definitions of terms used in this Agreement shall be determined under W&I Code Section 16700 et seq.

## Article II

1. Funds provided pursuant to this Agreement are to share in funding the net costs of an Adult Day Health Care Center project  
 hereinafter called the Project. A copy of the County proposal for the Project is attached and is hereby made a part of this Agreement.
2. Funds to be provided are an allocation of up to \$ 50,000 in accordance with W&I Code, Section 16707. This amount represents State funding from the County Health Services Fund at the rate of one State dollar for each County dollar expended for the project during the period of July 1, 1981 to June 30, 1982.
3. The State shall recover any funds provided herein which are not expended in accordance with this Agreement. Recovery of funds may be accomplished through reduction of future payments to the County from the County Health Services Fund or from any funds payable for any other purpose. The recovery shall be limited to the State funded portion of the amount not expended in accordance with this Agreement.

## Article III

1. The County agrees to incur net costs of State and County funds in an amount of at least \$ 100,000 for the Project. In the event that net costs for the Project are less than this amount, the State shall recover the State funded portion of the difference.

(continued on reverse)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

State of CaliforniaCounty of YoloSignature [Signature]Signature [Signature]

Title

Associate Director and Chief  
Office of County Health Services

Title

Vice-Chairman, Board of Supervisors

Date

OCT - 1 1981

Date

September 22, 1981

ATTEST: Pete E. Lucas, Clerk of the  
 Board of Supervisors

Chula M. Cooper

Deputy

APPROVED AS TO FORM  
 BY: Chula M. Cooper, CLERK  
 COUNTY COUNSEL

Elizabeth A. Kelly  
 COUNTY COUNSEL

3/81-57-42

2. The County agrees that any costs for the Project hereby claimed are exclusive of those net costs for health services which have been or will be reported pursuant to W&I Code, Section 16704, and which are included in any "Standard Agreement for County Health Services" entered into by the Department and County.
3. The County agrees that any expenditures for equipment subvended pursuant to this Agreement shall not be reported as net county costs through expensing, use allowance, or depreciation for purposes of State/county cost sharing pursuant to W&I Code, Section 16704.
4. The County agrees to expend one County dollar for each State dollar of net costs incurred for the project during the period June 1, 1981 through June 30, 1981.
5. The County agrees to expend one County dollar for each State dollar of net costs incurred for the Project during the period from July 1, 1981 through June 30, 1982.
6. The County agrees that sufficient records, files, and documentation will be maintained concerning Project activity and costs incurred under this Agreement and will be accessible for a period of at least four years from the date of final payment or the expiration of this Agreement, whichever is later, or in the event of a State audit, until the audit has been resolved, or until the end of the regular four year period, whichever is later.
7. The County agrees to provide access during normal working hours to authorized representatives of the Department of Health Services and of other State agencies to all records, files, and documentation related to this Agreement, subject to applicable State and Federal regulations and laws regarding confidentiality.
8. The County agrees to provide in a form and manner specified by the Department:
  - a. A report of actual expenditures, revenues, and net costs incurred pursuant to this Agreement by July 30, 1982 to the Department of Health Services, Office of County Health Services and Local Public Health Assistance.
  - b. Other reports on activities conducted pursuant to this Agreement as requested by the Department of Health Services.
9. The County agrees to adhere to all funding conditions included in this Agreement.
10. The County agrees to expend monies received pursuant to this Agreement in accordance with the attached budget which is hereby incorporated in this Agreement.

P. LUCAS,  
 CLERK OF THE BOARD  
 OF HEALTH SERVICES  
 Deputy

of the Board of Supervisors  
 certify that pursuant to  
 Section 20103 of the Govern-  
 ment Code, validity of this  
 document has been made to the  
 Chairman of the Board of  
 Supervisors.

#### FUNDING CONDITIONS

The following funding conditions are attached to and made a part of the Standard Agreement for County Special Needs and Priorities Funding for the County of Yolo.

1. The State shall authorize payment for the amount of \$25,000 upon the execution of this Agreement. A second payment of up to \$25,000 shall be made after January 1, 1982 and no later than June 30, 1982.
2. A revised project timeline shall be submitted in the form and manner specified by the Department by September 30, 1981.
3. Narrative project reports shall be submitted to the Department on January 15 and April 15, 1982. A final narrative report shall be submitted by July 30, 1982. These reports should be submitted in the form and manner specified by the Department.
4. A copy of any fully executed contract must be submitted to the Department.

FILED

SEP 28 1981

81-213  
AGREEMENT NO. 81

MASTER AGREEMENT

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_ DEPUTY

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of August, 1981, by and between the COUNTY OF ALAMEDA, hereinafter referred to as "County," and Yolo County, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 900, the Board of Supervisors of each county is authorized to establish a maximum amount which the court may order a county to pay for the support and maintenance for wards or dependent children;

WHEREAS, the counties desire to retain a single consultant to assist, advise, and coordinate them in formulating proper rates for private and group homes or institutions for the placement of wards or dependent children;

WHEREAS, the purposes of this agreement are to facilitate the proper determination of rates for such homes, to promote uniformity of procedures relating to such rates, to facilitate the convenience and compliance of the operators of such homes in applying for rates or rate increases, and to avoid duplication of effort on the part of the counties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I

County shall retain an independent contractor, hereinafter referred to as "Consultant" to provide to the parties hereto the services enumerated in Exhibit "A" attached hereto and incorporated herein

II

County shall provide all necessary equipment, supplies and office space to Consultant

III

The total funds expended by County under this agreement shall not exceed the funds budgeted according to Exhibit "B" attached hereto and incorporated herein.

IV

The parties hereto and additional counties signatory to an identical Agreement shall all share in said expenditures as indicated on Exhibit "C" attached hereto and incorporated herein.

V

Contractor shall pay to County quarterly, in advance, their pro-rot a share of the funds budgeted in Exhibit "B" upon receipt of invoice prepared by the Auditor of Alameda County. Subsequent adjustments in the amounts payable shall be made so that the respective counties pay no more than the actual cost of the program.

VI

No payment shall be made to consultant unless and until the Chief Probation Officer of Alameda County reviews and approves the performance of the Consultant.

VII

The Consultant Agreement shall be substantially in the form of Exhibit "D" attached hereto and incorporated herein.

VIII

This agreement shall be incorporated into the Consultant Agreement as a limitation thereon.

IX

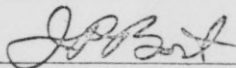
The terms of this Agreement shall commence July 1, 1981, and shall terminate June 30, 1982.

X

This Agreement can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF ALAMEDA



Chairman, Board of Supervisors  
County of Alameda  
State of California



Vice Chairman, Board of Supervisors  
County of Yolo  
State of California

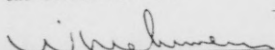
"County"

"Contractor"  
The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-

Approved as to form: RICHARD J. MORSE COUNTY CLERK

A F F I D A V I T

I, William Mehrwein, Clerk, Board of Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

  
WILLIAM MEHRWEIN, Clerk, Board of Supervisors

Dated: AUG 25 1981

EXHIBIT "A"

The Consultant shall:

1. Serve as the Coordinator between the contracting counties' placement activities and the private/group homes/institutions with regard to the budgeting and rate setting process.
2. Assist the counties in the design of the 1982-83 budget questionnaire.
3. Assist the counties in developing a budget submission and review timetable.
4. Prepare a cover letter regarding the budget process and guidelines, prepare timetable as well as questionnaire instructions in a packet to be mailed to the private vendors by the 15th of December.
5. Handle all telephone inquiries regarding No. 4 above.
6. Meet wherever necessary with the private vendors and/or county representatives regarding No. 4 above.
7. Review all budgets as they arrive. If budgets are incomplete, follow up with private vendors to ensure completeness. Review and verify math on the requests. Set up budget folders for each facility which would include current year request and all previous records regarding past years' requests.
8. Work with the Bay Area Placement Committee, the Probation Business Managers Association, and the Welfare Business Manager personnel to create review teams, establish review criteria, assign budgets to review teams, and schedule review team meetings. Monitor the review process ensuring that all teams are consistent in their reviews as well as meet their deadlines providing all necessary coordinating and liaison to ensure successful conclusion of the negotiation process.
9. Schedule appeal hearings between vendor and appeal team.
10. Schedule appeals, if necessary, between vendors and the BAPC Joint Steering Committee.
11. Prepare final list of approved rates and distribute to all participating counties by June 15th of each year. This deadline may be waived by the Chief Probation Officer of Alameda County if circumstances warrant.
12. Notify all vendors in writing of agreed rate.
13. Monitor the Los Angeles institution rate setting process, meeting, if necessary, with Los Angeles personnel, and publish and distribute to all participating counties the Los Angeles rates for all programs within Los Angeles County.
14. On all brand new programs or existing programs which miss the deadlines scheduled in No. 4, schedule a separate review process similar to the process outlined above, which may not coincide with the date in No. 11, above.

EXHIBIT "A"



EXHIBIT "B"

BAPC Coordinator Budget

1981-82

CONSULTANT SERVICES

Personnel Services

|                          |                |
|--------------------------|----------------|
| Director                 | \$15,099*      |
| Administrative Assistant | 24,152*        |
| Secretary/Clerk          | <u>14,872*</u> |
| Total Personnel Services | \$54,123       |

\*includes payroll tax and worker's compensation

Other Expenses

|                                     |            |
|-------------------------------------|------------|
| Mileage                             | \$1,100    |
| Parking, Lodging and Other Expenses | <u>400</u> |
| Total Other Expenses                | \$ 1,500   |

Subtotal Consultant Services \$55,623

SUPPLIES AND OPERATING EXPENSE

|                                      |           |
|--------------------------------------|-----------|
| Office Supplies, Postage, etc.       | \$ 1,653  |
| Telephone and Telegraph              | 1,150     |
| Copier Rental                        | 730       |
| Equipment Maintenance                | <u>40</u> |
| Total Supplies and Operating Expense | \$ 3,573  |

GRAND TOTAL \$59,196

EXHIBIT "C"

| <u>County</u> | <u>Costs</u> |
|---------------|--------------|
| Alameda       | \$ 8,496     |
| Butte         | 1,108        |
| Contra Costa  | 5,030        |
| El Dorado     | 658          |
| Marin         | 1,677        |
| Mendocino     | 515          |
| Merced        | 1,037        |
| Monterey      | 2,240        |
| Napa          | 747          |
| Sacramento    | 6,043        |
| San Francisco | 5,220        |
| San Joaquin   | 2,684        |
| San Mateo     | 4,503        |
| Santa Clara   | 9,936        |
| Santa Cruz    | 1,446        |
| Shasta        | 889          |
| Solano        | 1,777        |
| Sonoma        | 2,056        |
| Stanislaus    | 2,257        |
| Yolo          | <u>877</u>   |
| GRAND TOTAL   | \$59,196     |

CONSULTANT AGREEMENT

1. PARTIES: Effective this First day of July, 1981, the County of Alameda, hereinafter referred to as "County," and Hrayr Terzian, hereinafter referred to as "Consultant," mutually agree as follows:
2. PURPOSE: The County requires and the Consultant is specially trained and experienced and competent to perform for all participating counties, the Consultant services enumerated in and in accordance with the Master Agreement attached hereto, marked "Exhibit A" and by this reference made a part hereof.
3. SERVICES: The Consultant shall render these services at the times and places specified by the Chief Probation Officer of Alameda County.
4. PAYMENT FOR SERVICES: Consultant shall be paid for his services not more than \$55,623 as detailed in the budget of the Master Agreement. Expenditures under the Master Agreement may not exceed actual revenues from participating counties. Consultant shall submit to the Chief Probation Officer of Alameda County not less than monthly, a statement approved by said Chief Probation Officer indicating in detail services performed under this Agreement and the date and hours thereof. Upon approval of said statement by the Chief Probation Officer of Alameda County, County shall pay Consultant the demand submitted.
5. TERM: This Agreement commences on the date first written above and shall terminate June 30, 1982, and it may be cancelled by mutual consent or by either party giving five working days advance notice thereof to the other.
6. STATUS: The Consultant is an independent Contractor and is not to be considered an employee of County or of the participating counties.
7. INDEMNIFICATION: Consultant shall defend, save, indemnify and hold harmless the County and participating counties, and their officers and employees from any and all liability for any damages arising from or connected with the services provided hereunder.

COUNTY OF ALAMEDA

By \_\_\_\_\_

Chairman of the Board of Supervisors  
of the County of Alameda, State of  
California

\_\_\_\_\_  
Hrayr Terzian  
Consultant

## THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor \_\_\_\_\_, Seconded by Supervisor \_\_\_\_\_,

and approved by the following vote,

Ayes: Supervisors \_\_\_\_\_

Noes: Supervisors \_\_\_\_\_

Excused or Absent: Supervisors \_\_\_\_\_

THE FOLLOWING RESOLUTION WAS ADOPTED:

NUMBER 191510

EXECUTE AGREEMENT

BE IT RESOLVED that Joseph P. Bort, Chairman of the Board of Supervisors of the County of Alameda, be and he is hereby authorized and directed to execute on behalf of the County of Alameda that certain agreement by and between the County of Alameda and the County listed below, providing for said County to share in the cost of the consultant agreement with Alameda County and Hrayr Terzian providing for Bay Area Placement Committee (BAPC) consultant services, covering the period July 1, 1981 through June 30, 1982:

YOLO COUNTY

I CERTIFY THAT THE FOREGOING IS A COR-  
RECT COPY OF A RESOLUTION ADOPTED BY  
THE BOARD OF SUPERVISORS, ALAMEDA  
COUNTY, CALIFORNIA. AUG 25 1981

ATTEST:

AUG 25 1981

WILLIAM MEHRWEIN, CLERK OF  
THE BOARD OF SUPERVISORSBY: *W. Chapman*

SEP 28 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY                      DEPUTYAGREEMENT NO. 81-214

THIS AGREEMENT, made this 22nd day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Western Yolo Senior Citizens, a non-profit corporation, hereinafter called WYSC,

WITNESSETH:

RECITALS:

1. WYSC desires to provide services for senior citizens in the West Yolo County area.
2. COUNTY desires to assist WYSC in this endeavor by providing financial assistance for the repair of the facilities at the Western Yolo Senior Citizens and Community Hall in Esparto, California.

AGREEMENTS:

1. WYSC agrees to provide a community-based, community-sponsored program for senior citizens in the West Yolo County area and will render services to participants without regard to race, religion, color, natural origin, or sex.
2. PAYMENT. COUNTY agrees to provide not more than \$3,358.00 to WYSC for the repair of the facilities at Western Yolo Senior Citizens and Community Hall in Esparto, California. Payment will be made upon presentation of invoices, receipts or other evidences of payment for the repair of facilities. COUNTY shall disburse to WYSC an amount of money equal to the amount of payments evidenced by said invoices, receipts or other evidences of payment.
3. EXCULPATORY CLAUSE. WYSC shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims,

1 demands, losses, damage, liability, cost and expenses of whatever nature,  
2 including court costs and counsel fees accruing or resulting to any  
3 person, firm, or corporation who may be injured by WYSC in the  
4 performance of this agreement.

5 4. TERM. The term of this contract shall commence on July 1, 1981, and end  
6 on June 30, 1982.

7 5. NO ALTERATION. No alteration or variation of the terms of this agreement  
8 shall be valid unless made in writing and signed by the parties hereto,  
9 and no oral understandings or agreements not incorporated herein, shall  
10 be binding on any of the parties hereto.

11 IN WITNESS WHEREOF, the parties hereto have executed this agreement the  
12 day and year first above written.

COUNTY OF YOLO, a political subdivision  
of the State of California

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26  
BY [Signature]  
V. C. CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK  
BOARD OF SUPERVISORS

BY [Signature]  
DEPUTY

(SEAL)

WESTERN YOLO SENIOR CITIZENS

BY [Signature]  
Authorized Representative  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

APPROVED  
Charles R. Mack, Clerk  
By [Signature]  
Robert A. Rundstrom  
Chief Deputy County Counsel

BOARD OF SUPERVISORS  
Yolo County, California

FILE: MAN-13

CETA Programs -  
Agreements - Labor, Dept.  
of United States

TO: Manpower  
County Counsel

*missing  
agreements*

ENTRY: #1

EXCERPT OF MINUTE ORDER NO. 81-827, ITEM NO. 19 OF THE BOARD OF SUPERVISORS  
MEETING FOR September 22, 1981 AS INDICATED BELOW:

MOTION: Marchand

SECOND: Cameron

AYES: Thompson, Marchand, Cameron, DeMars.  
ABSENT: Black

15. Approved and authorized the Vice-Chairman to sign Agreement No. 81-214, with Western-Yolo Senior Citizens, a non-profit corporation, for the repair of its facilities.
16. Deferred consideration of an agreement with Lewis F. Shearer, the Juvenile Court Referee, for fiscal year 1981-82 until later in the day.  
(See M.O. No. 81-841)
17. The Board of Supervisors, sitting as the CETA Prime Sponsor of the Governing Body, approved transfer of Title IV Youth Employment & Training Program funds to Sacramento-Yolo Employment & Training Administration in order to meet Yolo County's obligation for the consortium's expenditures and authorized the Vice-Chairman to send a letter to the Department of Labor which will effect the transfer.
18. The Board of Supervisors, sitting as the CETA Prime Sponsor of the Governing Body, approved and authorized the Vice-Chairman to sign Agreement No. 81-215, Title IV Interim Agreement to the Comprehensive Employment and Training Annual Plan.
19. Approved and authorized the Vice-Chairman to sign Agreement No. 81-216, Successor Land Use Contract with Elizabeth Jean Nelson.
20. Approved the Plans and Specifications on the Storm Drain Replacement on West Capitol Avenue, West Sacramento and authorized the Director of Public Works to solicit for bids.



SEP 28 1981

PETE E. LUOAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *Pete E. Luogas*  
DEPUTYAGREEMENT NO. 81-216

## (Agreement Amending Land Use Contract)

THIS AGREEMENT, dated this 22 day of September, 1981, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and ELIZABETH JEAN NELSON, a single woman, (hereinafter referred to as "SUCCESSOR"), Box 476, Davis, California, 95616,

## WITNESSETH:

RECITALS:

1. COUNTY and GENEVA M. DAVIS, a widow, entered into a Land Use Contract, Yolo County Agreement No. 73-222, which was recorded in the Office of the County Recorder of the County of Yolo in Book 1092 of Official Records at Page 447.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNER and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 73-222.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States

1 mail, postage prepaid, addressed as set forth above.

2 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this  
3 agreement the day and year first above written.

4 COUNTY OF YOLO, a political subdivision  
5 of the State of California

6 By: *L. R. Dumas*  
7 VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS

8 SUCCESSOR

9 By: *Elizabeth Jean Nelson*  
10 ELIZABETH JEAN NELSON

11 ATTEST: PETE E. LUCAS, Clerk of the  
12 Board of Supervisors

13 By: *Anula M. Cooper*  
14 Deputy

15 Taken and Subscribed  
16 before me this 4 day  
17 of SEPT, 19 81



The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25106 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

*Anula M. Cooper*  
Deputy

FILED

OCT 13 1981

AGREEMENT NO. 81-217  
(Lease of Real Property)

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY: *[Signature]*  
DEPUTY

THIS AGREEMENT is made on September 22, 1981  
between the ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision  
of the State of California ("LANDLORD") and the COUNTY OF YOLO,  
a political subdivision of the State of California ("TENANT"), who  
agree as follows:

RECITALS:

This agreement is made with reference to the following facts  
and objectives:

1. LANDLORD owns certain property located within the unincor-  
porated community known as Madison, County of Yolo.

2. TENANT desires to make said property available to nearby  
residents for recreational purposes.

3. LANDLORD is willing to permit said usage subject to certain  
terms and conditions.

AGREEMENTS:

IT IS AGREED between the parties as follows:

1. Lease. LANDLORD leases to TENANT and TENANT leases from  
LANDLORD the following described property located in the unincor-  
porated community known as Madison, County of Yolo, State of  
California:

Approximately 2.203 acres of land within the community of  
Madison, said property being bounded by Main Street on the  
north, Scott Street on the east, Quincy Street on the south,  
and Stephens Street on the west, said property being more  
fully described as Lots 1 through 32 inclusive, Block 14,  
Madison, Yolo County.

////

1        2. Term. The term of this lease shall commence on October 1,  
2 1981, and shall terminate on September 30, 1982.

3        3. Rent. TENANT shall pay the sum of ONE DOLLAR (\$1.00)  
4 to LANDLORD, by County Warrant, payable in advance, effective on  
5 the date this agreement is approved by LANDLORD.

6        4. Use. The real property described in this lease shall be  
7 developed as a public park for recreational uses and other uses  
8 reasonably related thereto. TENANT shall provide LANDLORD with a  
9 description of improvements to be made to premises and planned  
10 activities to be conducted on said premises.

11       5. Assignment and Subletting. LANDLORD agrees that TENANT may  
12 assign this lease and sublet the described property to the Madison  
13 Community Services District.

14       6. Landlord's and Tenant's Right to Terminate Lease. The term  
15 of this lease agreement may be terminated by either party hereto upon  
16 six (6) months written notice to the other party.

17       7. Alterations. LANDLORD grants to TENANT the right to make  
18 improvements to the leased property deemed necessary by TENANT to  
19 develop the premises as a suitable public recreational park.

20       8. Indemnity. TENANT shall hold LANDLORD harmless from all  
21 liability for any damages to any person or property arising out of  
22 occupation of the premises by TENANT or any subtenant, except that  
23 LANDLORD shall be liable to TENANT for damages resulting from the  
24 acts or omissions of LANDLORD or its authorized representatives.  
25 LANDLORD shall hold TENANT harmless from all liability arising out  
26 of any such damage. A party's obligation under this paragraph to

1 indemnify and hold the other party harmless shall be limited to the  
2 sum that exceeds the amount of insurance proceeds, if any, received  
3 by the party being indemnified.

4 9. Public Liability and Property Damage Insurance. TENANT at  
5 its cost shall maintain public liability and property damage insur-  
6 ance with liability limits of not less than \$100,000 per person  
7 and \$300,000 per occurrence, and property damage limits of not less  
8 than \$50,000 per occurrence, insuring against all liability of  
9 TENANT and its authorized representatives arising out of and in  
10 connection with TENANT's use or occupancy of the premises. All  
11 public liability insurance, and property damage insurance shall insure  
12 performance by TENANT of the indemnity provisions of paragraph 8.

13 10. Publication of Legal Notices. TENANT shall reimburse  
14 LANDLORD for costs of publishing legal notices required to execute  
15 this lease.

16 11. Notices. All notices to be given may be given in writing  
17 by depositing the same in the United States mail, postage prepaid,  
18 and addressed to the parties as follows:

19 LANDLORD: Superintendent  
20 Esparto Unified School District  
21 Route 1, Box 182  
22 Esparto, CA 95627

23 ////

24 ////

25 ////

26 ////

TENANT: Chairman, Board of Supervisors  
County of Yolo  
Courthouse  
Woodland, CA 95695

12. Conditional Limitations. Each term and provision of this lease performable by LANDLORD and TENANT shall be construed to be both a covenant and a condition.

13. Paragraph Headings. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

14. Binding on Successors. The terms, covenants, and provisions of this lease shall apply to and bind the successors in interests and assigns, if any, of both the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD

ESPARTO UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

BY Edward R. Travieso  
TITLE Superintendent

TENANT

COUNTY OF YOLO, a political subdivision of the State of California

BY James R. Peters  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
PETE LUCAS, CLERK

BY Patsy M. Cooper  
Deputy

APPROVED AS TO FORM:

By Henry J. Roth  
County Counsel

FILED

OCT 13 1981

AGREEMENT NO. 81-218

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]*  
DEPUTY

(Agreement for the Sublease of Real Property)

THIS SUBLEASE OF REAL PROPERTY made and entered into this 22nd day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as SUBLESSOR, and the Madison Community Services District, a political subdivision of the State of California, hereinafter referred to as SUBLESSEE,

WITNESSETH:

RECITALS:

1. Esparto Unified School District, as LANDLORD and SUBLESSOR, as tenant, entered into a written lease agreement dated September 22, 19 81, hereinafter referred to as the MASTER LEASE, and attached and incorporated herein as Exhibit A.
2. SUBLESSOR desires to sublet the premises demised in the MASTER LEASE to SUBLESSEE.

AGREEMENTS:

1. This lease shall commence on October 1, 1981, and shall terminate on September 30, 1982.
2. SUBLESSEE shall pay to SUBLESSOR the sum of Two Dollars (\$2.00), payable on the effective date of this Agreement.
3. SUBLESSEE assumes and agrees to perform all the obligations and covenants in the MASTER LEASE to be kept or performed by SUBLESSOR.
4. SUBLESSEE covenants and agrees to use the demised premises for the purpose stated in the MASTER LEASE and to surrender the demised premises on expiration of the term in as good a condition as it now is, reasonable wear and tear accepted.



1 5. SUBLESSOR agrees to maintain the MASTER LEASE during the entire term of  
2 this sublease agreement subject, however, to any earlier termination of  
3 the MASTER LEASE without the fault of SUBLESSOR.

4 6. SUBLESSEE agrees to hold SUBLESSOR harmless from and against any and all  
5 liability for any damages to any person or property arising out of the  
6 occupation of the demised premises by SUBLESSEE or any SUBTENANT of  
7 SUBLESSEE.

8 IN WITNESS WHEREOF, the parties hereto have set their hand the day and  
9 year first written above.

10 SUBLESSEE:

11 MADISON COMMUNITY SERVICES DISTRICT

12 BY Thomas E. Rommies  
13 Vice Chairman

14 SUBLESSOR:

15 COUNTY OF YOLO, a political subdivision  
16 of the State of California

17 BY Lenora K. Williams  
18 CHAIRMAN OF THE BOARD OF SUPERVISORS  
19 COUNTY OF YOLO, STATE OF CALIFORNIA

20 ATTEST:

21 PETE E. LUCAS, CLERK  
22 BOARD OF SUPERVISORS

23 BY Paula M. Cooper  
24 DEPUTY

25 (SEAL)  
26

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

1 AGREEMENT NO. 81-219

2 AMENDMENT # 1

3  
4  
5 THIS AGREEMENT, Amending #81-219 is made and entered into  
6 on this 16th day of October, 1981, by and between  
7 the COUNTY OF YOLO and WHITES MESSENGER SERVICE.

8 W H E R E A S:

9 The County of Yolo requires extended service under the  
10 Agreement, consisting of bi-weekly delivery of Payroll Warrants  
11 to Woodland locations, and the Contractor agrees to perform such  
12 services as described, Agreement #81-219 is changed as follows:

13 PAR. I. A. 5. (Added) Perform bi-weekly route to deliver  
14 24 packages containing payroll warrants to 19 locations on County  
15 established paydays, and obtain receipt signatures therefor.

16 PAR. II (Change) "Three Thousand One Hundred and Sixty  
17 Six Dollars (3166.00) " to " Three Thousand Two Hundred Forty  
18 Nine and 33/100 Dollars (3249.33). "

19 FOR COUNTY OF YOLO

20 By Kenneth L. Gubay

21 FOR CHAIRMAN, BOARD OF SUPERVISORS

22 FOR CONTRACTOR

23 By Thomas S. White

24 WHITES MESSENGER SERVICE  
25  
26  
27  
28

SEP 30 1981

PETEE LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *Cage*  
DEPUTY

AGREEMENT NO. 81-220

(Contract for Juvenile Court Referee)

THIS AGREEMENT, made and entered into this 1st day of July, 1981, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Lewis F. Shearer (hereinafter referred to as "REFEREE"),

WITNESSETH:

1. RECITALS.

- A. REFEREE is a duly qualified and licensed attorney in the State of California.
- B. Pursuant to Government Code Section 31000, COUNTY desires to retain referee services as a part-time Juvenile Court Referee under the administrative direction of the Presiding Judge of the Juvenile Court.
- C. It is estimated that the services of the Juvenile Court Referee will be required on a three-quarter time basis.

2. AGREEMENTS.

- A. IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, REFEREE agrees to provide services within the scope of his legal training as follows:

1) SERVICES:

- a. To perform all duties of and responsibilities of Juvenile Court Referee under the direction of the Presiding Judge of the Juvenile Court.
- b. To hear such cases as are assigned by him by the Presiding Judge of the Juvenile Court, with the same powers as the

Judge of the Juvenile Court.

- c. To conduct jurisdiction, disposition, fitness, and financial responsibility hearings as required by law.
- d. To instruct the parties and witnesses to juvenile actions as to their rights.
- e. To hear the testimony of witnesses, rule on objections to evidence, determine factual and legal questions, and prepare findings and orders regarding the disposition of cases.
- f. To appoint legal counsel for juveniles.
- g. To make findings of fact and take custody of juveniles when it is of immediate necessity for the protection of the juvenile and to prescribe and order treatment programs for juveniles including foster home placement and commitment to county and state institutions.
- h. To order and direct probation officers to supervise treatment programs when juveniles are declared wards of the court and to order medical, dental or other care, and to further authorize funds for such treatment programs.

2) EXTENT OF SERVICES: REFEREE agrees to devote such time as is required to perform all duties required by this contract or assigned by the Presiding Judge of the Juvenile Court pursuant to this contract. REFEREE may engage in personal practice of law so long as that practice does not conflict with the duties of the Juvenile Court Referee.

B. IN CONSIDERATION OF THE COVENANTS OF REFEREE herein, COUNTY agrees

1 to pay REFEREE monthly at an annual rate of THIRTY THOUSAND DOLLARS  
2 (\$30,000.00).

3 C. IT IS MUTUALLY AGREED AS FOLLOWS:

- 4 1) This agreement shall commence on July 1, 1981, and shall  
5 continue at the pleasure of the Presiding Judge of the Juvenile  
6 Court, but in any event shall expire on June 30, 1982.
- 7 2) In performance of the work, duties and obligations devolving  
8 upon him under this agreement, REFEREE is at all times acting  
9 and performing as an independent contractor practicing his  
10 profession of Juvenile Court Referee. COUNTY shall not have nor  
11 exercise any control or direction over the methods by which  
12 REFEREE shall perform his work and functions except that REFEREE  
13 does, by this agreement, agree to perform his work and  
14 functions at all times in strict accordance with the currently  
15 approved methods and practices of his profession and that the  
16 sole interest of COUNTY is to assure that said work and  
17 fuctions shall be performed and rendered in a competent,  
18 efficient and satisfactory manner. REFEREE shall be solely  
19 liable and responsible to pay all required taxes and other  
20 obligations, including, but not limited to, withholding, income  
21 taxes, retirement or social security. REFEREE agrees to  
22 indemnify and hold COUNTY harmless from any liability which it  
23 may incur to the Federal or State Government as a consequence  
24 of this agreement.
- 25 3) In the event the duties and powers of a Juvenile Court Referee  
26 are hereafter materially affected by statute or court decision,

COUNTY may terminate this agreement or modify the compensation.

- 4) Except as set forth above, no alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED:

COUNTY OF YOLO, a political subdivision  
of the State of California

Walter K. Taylor  
Presiding Judge of the  
Juvenile Court

BY Leah K. Brown  
VICE- CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK  
BOARD OF SUPERVISORS

BY Paula M. Cooper  
DEPUTY

(SEAL)

Lewis F. Shearer  
LEWIS F. SHEARER  
JUVENILE COURT REFEREE

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

FILED

OCT 2 1981

AGREEMENT NO. 81-221

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_

DEPUTY

(Agreement to Provide Funds for an Alcohol Recovery Home)

THIS AGREEMENT, made and entered into this 29th day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Alcohol Recovery Center, a non-profit corporation, hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY receives funds from the State Department of Alcohol and Drug Abuse to operate Community Alcoholism Programs.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Alcohol and Drug Department, hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".
3. The Yolo County Plan requires ADDICTIONS to possess an Alcoholic Recovery Home for ambulatory and mentally competent recovering alcoholic who are clients of ADDICTIONS, hereinafter referred to as CLIENTS.
4. ADDICTIONS does not own or operate such an Alcoholic Recovery Home itself.
5. PROVIDER represents it is licensed by the State of California to operate and operates an Alcohol Recovery Home.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an alcoholic recovery home under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S



promises contained in hereinafter agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide to CLIENTS approved for admission in advance by ADDICTIONS an Alcoholic Recovery Home residential facility program emphasizing rehabilitation of residents and their reintegration into the Community. Said advance approval is a condition precedent to COUNTY'S obligation to pay for services rendered a resident.
- b. Designate a representative or representatives for administrative and program affairs.

2. ADDICTIONS'S SERVICE OBLIGATIONS

- a. Designate representative or representatives for administrative and program affairs.
- b. Approve, in advance, admission of all CLIENTS for which PROVIDER will seek reimbursement.
- c. Review Rehabilitation Plan in accordance with Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

- a. Responsibility for this agreement lies with ADDICTIONS' Director.
- b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

- a. PROVIDER may not assign or sub-contract his responsibilities except

1 on the advance written authorization of COUNTY'S herein designated  
2 representative.

3 5. RECORDS:

- 4 a. PROVIDER shall for four (4) years maintain records of all receipts  
5 and expenditures, for whatever purposes received or expended, in  
6 accordance with generally accepted accounting principles, separately  
7 identifying revenues received and expenditures made pursuant to this  
8 agreement.
- 9 b. PROVIDER shall make said records available for audit by COUNTY,  
10 ADDICTIONS, or State auditors upon the request of ADDICTIONS represent-  
11 atives. Said request will provide at least one full working days'  
12 notice of the impending audit.

13 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that  
14 PROVIDER is an independent contractor and is not subject to the direction  
15 and control of COUNTY except as to final result. PROVIDER shall be solely  
16 liable and responsible to pay all required taxes and other obligations,  
17 including, but not limited, to applicable withholding and Social Security.  
18 PROVIDER agrees to indemnify and hold COUNTY harmless from any liability  
19 which it may incur to the Federal or State Governments as a result of  
20 this contract.

21 7. LIABILITY:

- 22 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from  
23 any and all claims, liability, or loss arising from PROVIDER'S  
24 performance under this agreement.
- 25 b. PROVIDER shall purchase and maintain for the duration of this agree-  
26 ment, Public Liability Insurance in the amount of at least \$100,000/  
27 \$100,000 specifically naming COUNTY as an insured party thereto for  
28 all purposes.

- 1 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein  
2 by reference thereto are Working Protocols describing and governing the  
3 working relationships of parties pursuant to this agreement. Said  
4 Working Protocols bind parties as if fully setout herein, but may be  
5 modified without formal amendment of this agreement so long as said mod-  
6 ification does not vary the provisions specifically setout herein, is in  
7 writing, and represents a bilateral agreement of ADDICTIONS and PROVIDER.  
8 Said Working Protocols shall include, as a minimum, provisions by which  
9 CLIENT admission and rehabilitation plan approval is obtained from ADDICTIONS  
10 the selection screening process; any role ADDICTIONS is to play in review  
11 of PROVIDER'S treatment activities; and required regular conference be-  
12 tween PROVIDER and ADDICTIONS.
- 13 9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by  
14 reference thereto is PROVIDER'S Action Plan for providing the services  
15 which are the subject of this agreement. Said Action Plan binds parties  
16 as if fully setout herein, but may be modified without formal amendment  
17 of this agreement, so long as said modification does not vary the provi-  
18 sions specifically setout herein and advanced written notice thereof is  
19 given ADDICTIONS. Said Action Plan shall include, as a minimum, provisions  
20 that the services to be performed by PROVIDER shall provide a community-  
21 based, peer group-oriented program in a supportive, non-drinking residential  
22 facility environment and the specific services which comprise the concept  
23 of PROVIDER'S Alcoholic Recovery Home, which shall include, but which will  
24 not be limited to, the provision of food, shelter, and supportive counseling
- 25 10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all  
26 applicable provisions contained in the Community Services System Manual,  
27 incorporated herein by reference thereto as if fully setout herein.
- 28 11. PAYMENT:

- 1 a. The maximum payment from COUNTY to PROVIDER during the term of this  
2 agreement shall be a sum not to exceed THIRTY-ONE THOUSAND TWO HUNDRED  
3 SEVENTY-TWO DOLLARS (\$31,272) as shown on Line 80 of attached program  
4 budget (Exhibit "C"); or payment in accordance with the provisions  
5 of 11 b - d below for services rendered from the beginning of the  
6 term of this agreement through the termination date specified in the  
7 Notice of Termination described in agreement 14, below. Exhibit  
8 "C" shall be the basis for and limitation of any and all reimbursement  
9 from COUNTY to PROVIDER for services provided. This budget includes  
10 additional revenues that is anticipated PROVIDER will receive from  
11 other sources.
- 12 b. Payment shall be paid by COUNTY to PROVIDER monthly upon submission  
13 of a claim, in form prescribed by COUNTY, to COUNTY, designating  
14 services rendered during the preceeding month. Payment will be made  
15 at the provisional rate of TWENTY DOLLARS (\$20.00) per unit. One unit  
16 equals 24 hours room and board and the specific programs services  
17 herein described. Claim will be adjusted proportionately downward  
18 by ADDICTIONS to reflect any resident not approved by ADDICTIONS.  
19 Claim must be countersigned and approved by ADDICTIONS.
- 20 c. Payments to PROVIDER shall be adjusted to the lower of actual cost  
21 or the contract maximum upon the basis of a cost report submitted  
22 by PROVIDER within ninety (90) days of agreement at the end of the  
23 term of the agreement.
- 24 d. Where a herein recited report or claim is due from PROVIDER within  
25 a month, payment for that month is expressly conditioned on the  
26 acceptance by COUNTY'S herein designated representative of the  
27 PROVIDER'S progress as consistent with this agreement.
- 28 e. Approval of this agreement and of PROVIDER'S records as audited to

1                   be accurate are conditions subsequent to COUNTY'S obligation to pay  
2                   the amount represented by any exception taken by the State.

3           f. COUNTY'S excuse of any given condition precedent or subsequent in  
4           any given circumstance does not constitute a waiver of either that  
5           condition subsequent or precedent or any other condition precedent  
6           or subsequent as to future circumstances.

7   12. AMENDMENTS: Except as provided herein, the body of this agreement, to-  
8           gether with any exhibits attached hereto, fully expresses all under-  
9           standings of the parties concerning all matters covered and shall constitute  
10          the total agreement. Except as provided herein, no additions to, or  
11          alterations of, the terms of this agreement, whether by written or verbal  
12          understanding of the parties, their officers, agents, or employees shall  
13          be valid unless made in the form of a written amendment to this agree-  
14          ment which is formally approved and executed by the parties executing  
15          this agreement or their successors in office.

16   13. NOTICE: Any notice to be given parties to this agreement may be given  
17          personally or by depositing same postmarked and registered in the United  
18          States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein  
19          designated representatives, as applicable, at each's last known address.

20   14. TERM:

21          a. This agreement shall commence on execution and terminate on June  
22               30, 1982, unless as otherwise provided herein in agreement 14 b and  
23               c, below.

24          b. This agreement may be terminated by either party upon thirty (30)  
25               days written notice to the other of such intent, except as provided  
26               herein in agreement 14 c below.

27          c. Should the funds granted the COUNTY in the 1980-81 fiscal year  
28               State or County final budget to cover the cost of the ADDICTIONS

1 services be reduced greater than 10% or COUNTY ADDICTIONS program  
2 be terminated by local authorities, then the COUNTY may terminate  
3 this agreement by providing Notice of Termination specifying an  
4 effective date of termination no earlier than two (2) days following  
5 the postmark of the notice.

6 d. Should either party give notice of cancellation, both parties will  
7 exert their best efforts in good faith to find alternatives for  
8 CLIENTS still requiring services of the type PROVIDER renders.

9 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
10 as of the day and year hereinabove setforth.

11 COUNTY OF YOLO, a political sub-  
12 division of the State of California

13 BY Robert N. Black  
14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15 ATTEST:

16 PETE E. LUCAS  
17 Clerk of The Board

18 BY Philip M. Cooper  
19 DEPUTY

20 YOLO ALCOHOLIC RECOVERY CENTER

21 BY Hugh S. Cameron Jr.

22 ADDICTIONS SERVICES

23 BY Philip M. Cooper  
24 DIRECTOR

25 The undersigned Deputy Clerk  
26 of the Board of Supervisors  
27 certifies that pursuant to  
28 Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

26 APPROVED AS TO FORM  
27 CHARLES R. MACK  
28 County Counsel

BY Elizabeth A. Mack  
Deputy County Counsel

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS  
Philip M. Cooper  
Deputy

## EXHIBIT "A"

### WORKING PROTOCOLS

Client Admission - All clients subsidized by Addictions shall be interviewed by the provider representative (Manager) and approved by telephone by the Addictions representative (liaison person).

Client Rehabilitation plans will be approved in the regularly scheduled bi-weekly meetings between the provider representative (manager) and the Addictions representative (liaison person).

Selection screening is essential up to provider subject only to approval by addictions representative. Such approval would be based on available beds, available funds, and appropriateness of client to providers services.

Addictions submits as part of Action Plan the treatment activity schedule as prepared and represented by provider as the provider program. If this is not carried out, then appropriate action should be taken to come to mutual agreement on proposed changes to resume promised activity or to terminate contract.

Provider shall meet on a bi-weekly schedule with Addictions representative to review client progress and plans, provider activities and problems, and provider finances as related to addiction funding.



EXHIBIT "B"

ACTION PLAN

1. Provider shall provide a community based peer group oriented program for recovering alcoholics in a supportive non-drinking residential facility.
2. Provider shall provide food, shelter, and supportive counseling geared towards successful reintegration of clients into the community.
3. Provider shall orient clients to A.A. and its purpose by an explanation of the A.A. philosophy by listening to and discussing the 12 steps of A.A., participation in a certain number of A.A. meetings, on site and off, visiting with successful A.A.'ers, and listening to cassette tapes of speakers and steps.
4. Provider shall discuss the medical aspects of alcohol and nutrition with the clients and provide lectures and discussions on the effect of alcohol and the issues and physiology of the systems of the body, nutrition, vitamins and the behaviors and psychology of the effects of alcohol.
4. Provider shall supply psychological therapeutic sessions as a group, individual counseling with the director, a beginners therapy group with the director, and assistance with referrals to the Alcohol and Drug Abuse counselors, medical and mental health staff, group therapy with AAODA staff, and information and discussion of responsibilities of interpersonal relationships therapy group.
5. Provider shall provide practical information and discussion of survival techniques in relation to community resources; their availability, location, transportation needed, and tips on how to deal with agencies and workers. Will also provide information regarding Yuba College courses and other adult education and high school courses available.
6. Provider will supply recreational activities at the house, such as pool, board games, cards, arts and crafts, and arrange for cinema passes, swimming, bowling, horseshoes, volleyball croquet, films, library use, college classes, picnics, outings, T.V., radio, and fellowship.
7. Provider will encourage residents to invite guests to dinner on various occasions, visit their homes on weekends and have family members visit them; encourage family counseling and Alanon contacts.
8. Provider will assist residents in designing own progressive program and schedule interviews with client to assess progress.
9. Provider will supply opportunities to develop responsibility for residents' personal decisions and behavior through participation in: resident-only house council, house-keeping tasks, site maintenance, A.A., and dealing with problems arising from living in and sharing a home.

## ALCOHOL PROGRAM BUDGET

FISCAL YEAR 19 81 / 82CONTRACTOR: Yolo Alcohol Recovery Corp.PROVIDER NO. 202J160XPDATE 9-21-81COUNTY Yolo

|                 |                                     |             |  |  |  |  |    |
|-----------------|-------------------------------------|-------------|--|--|--|--|----|
| 01              | Program/<br>Element/<br>Component   | Residential |  |  |  |  |    |
| 60              | Code                                | 5           |  |  |  |  | 60 |
| FUNDING SOURCES |                                     |             |  |  |  |  |    |
| 70              | Medi-Cal,<br>Federal                |             |  |  |  |  | 70 |
| 71              | Medi-Cal,<br>Non-Federal            |             |  |  |  |  | 71 |
| 72              | Federal<br>Formula Grant            |             |  |  |  |  | 72 |
| 73              | SSI                                 |             |  |  |  |  | 73 |
| 74              | State Share<br>(90%)                | 28,145      |  |  |  |  | 74 |
| 75              | County Share<br>(10%)               | 3,127       |  |  |  |  | 75 |
| 76              | County Funds<br>Other               |             |  |  |  |  | 76 |
| 77              | Fees &<br>Insurance                 | 9,836       |  |  |  |  | 77 |
| 78              | Other                               | 14,784      |  |  |  |  | 78 |
| 80              | (Add lines 70<br>thru 78)<br>TOTALS | 55,892      |  |  |  |  | 80 |

\$20.00/Day

AGREEMENT NO. 81-222

SEP 30 1981

(For Certain Dental Services)

PETER LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_ DEPUTYTHIS AGREEMENT, made and entered into this 29th day of

September, 1981, by and between the County of Yolo, a political sub-  
division of the State of California, hereinafter referred to as COUNTY, and  
the County Superintendent of Schools Office, hereinafter referred to as  
PROVIDER.

## WITNESSETH:

RECITALS:

1. Under the auspices of Pt. 1: Div. 1, Art. 4.5, H&S Ch. 1134, Sect 373,  
COUNTY has been allocated funding by the State Department of Health  
Services and other to provide a school-based dental health program.
2. COUNTY'S responsibilities with respect to the program and funds allocated  
to it are carried out by COUNTY'S Health Services Agency, Public Health  
Division, hereinafter referred to as AGENCY, in accordance with a con-  
tract and regulations which may be promulgated from time to time by the  
State Department of Health Services.
3. PROVIDER represents that it can provide the hereinbelow and above des-  
cribed specific services which comprise the program.
4. COUNTY is prepared, at the time of execution of this agreement, to con-  
tract for said services. PROVIDER is prepared to undertake the obliga-  
tion to provide said services.
5. PROVIDER represents that it either possesses all applicable required  
licensed or will possess provisional licenses and will apply for full  
licensure prior to proceeding with any services hereunder contemplated.
6. PROVIDER acknowledges that COUNTY executes this agreement in reliance  
upon PROVIDER'S hereinabove recited representation and that COUNTY would  
not execute this agreement if PROVIDER could not so represent.

1 7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the  
2 herein described School Based Dental Health Program.

3 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in  
4 hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S  
5 promises contained in hereinafter recited agreements, agree:

6 1. PROVIDER'S SERVICE OBLIGATIONS:

- 7 a. In accordance with the Working Protocols, attached hereto as Exhibit  
8 "A" and incorporated herein by reference thereto; the Action Plan,  
9 attached hereto as Exhibit "B" and incorporated herein by reference  
10 thereto; and any special applicable State Department of Health Ser-  
11 vices Requirements, incorporated herein by reference thereto as if  
12 fully set out herein, provide the following listed services: teacher  
13 workshops; student nutrition education; plaque control instruction;  
14 classroom flossing and brushing; 2% sodium fluoride mouthrinse for  
15 students; dental screening and referrals; and periodic reinforcement  
16 personal visits by a Registered Dental Hygienist.
- 17 b. Participate in case consultation and information exchange at times  
18 and places of mutual convenience upon reasonable notice. Reasonable-  
19 ness for this purpose shall be construed in light of the urgency of  
20 each circumstance as it arises.
- 21 c. PROVIDER will designate a representative or representatives for  
22 administration and clinical matters within one week of execution of  
23 this agreement, and so notify COUNTY'S herein designated represent-  
24 atives in writing.
- 25 d. PROVIDER will submit a copy of its current Equal Employment Opport-  
26 unity plan to COUNTY'S herein designated representatives within  
27 ninety (90) days of the execution of this agreement.
- 28 e. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein

1 designated representatives a demonstrable change in student attitude  
2 and behavior toward dental health; exposure of a significant level  
3 of a target population to information relative to nutrition, oral  
4 diseases and methods to prevent them; regular topical application  
5 of preventive dental agents to students with parental permission;  
6 and development of a positive rapport between students and dental  
7 health professionals. Said demonstration shall be made to AGENCY  
8 through both the submission of a monthly statistical report in the  
9 form specified in the Working Protocols attached hereto as Exhibit  
10 "A" and incorporated herein by reference thereto and on-site monitor-  
11 ing by COUNTY'S herein designated representatives.

12 2. AGENCY'S SERVICE OBLIGATIONS:

- 13 a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance  
14 with the requirements and criteria promulgated from time to time  
15 by the State Department of Health Services.  
16 b. DESIGNATE a representative or representatives for administrative  
17 and program affairs.

18 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 19 a. Responsibility for this agreement lies with AGENCY'S Director of  
20 Public Health.  
21 b. Director of Public Health may designate operational representatives  
22 from time to time in writing to PROVIDER to perform specific tasks  
23 or liaison functions.

24 4. ASSIGNMENT/SUB-CONTRACTING:

- 25 a. PROVIDER may assign or sub-contract its responsibilities on the  
26 advance written authorization of COUNTY'S herein designated re-  
27 presentative.  
28 b. It is expressly understood by PROVIDER that grant of permission to  
assign or sub-contract by the AGENCY is not a release of PROVIDER

from accountability for any of the obligations and conditions set out in this agreement.

- c. It is further expressly understood and agreed upon by PROVIDER that PROVIDER'S payment of its sub-contractors and proof of that payment are conditions precedent and subsequent to COUNTY'S obligation to pay PROVIDER for services rendered in any month for which such proof is required by AGENCY.

5. RECORDS:

- a. PROVIDER shall for the later of four (4) years of the resolution of audit finding, maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this agreement.
- b. PROVIDER shall make said records available for audit by COUNTY or State auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.
- c. PROVIDER agrees to hold COUNTY harmless from any claim of liability including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon generally accepted accounting principles, or applicable special requirements as hereinbefore addressed. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent

1 payments any amount of money; as a result of PROVIDER'S actual or  
2 alleged violation of non-conformance with any regulations or ad-  
3 ministrative rulings promulgated pursuant thereto or with any  
4 Federal, State or Local Laws, regulations, or ordinance made appli-  
5 cable thereby. PROVIDER agrees that it has read and understands  
6 all applicable accounting and program guidelines and manuals and  
7 will comply with the requirements contained therein.

- 8 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that  
9 PROVIDER is an independent contractor and is not subject to the direction  
10 and control of COUNTY except as to final result. PROVIDER shall be  
11 solely liable and responsible to pay all required taxes and other ob-  
12 ligations, including, but not limited to, applicable withholding taxes  
13 and Social Security. PROVIDER agrees to indemnify and hold COUNTY harm-  
14 less from any liability which it may incur to the Federal or State Govern-  
15 ments as a result of this contract.

16 7. LIABILITY:

- 17 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from  
18 any and all claims, liability, or loss arising from PROVIDER'S  
19 performance under this agreement.
- 20 b. Without in any way intending to limit or abrogate the effect of  
21 the herein recited agreement, PROVIDER shall purchase and maintain  
22 for the duration of this agreement: (1) either public liability  
23 insurance policies in the amount of \$1,000,000/\$1,000,000 with  
24 allied professional liability insurance coverage and vehicular  
25 liability coverage; or public liability insurance coverage in the  
26 amount of \$250,000/\$600,000 and a separate vehicular liability  
27 policy; and (2) a workman's compensation policy. Said liability  
28 policies shall name COUNTY as a co-insured party for all purposes;



1 and PROVIDER shall deliver certificates of all insurance policies  
2 purchased pursuant to the terms of this agreement to COUNTY'S herein  
3 designated representatives within ninety (90) days of execution  
4 of this agreement.

- 5 8. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory  
6 practices in, and will take affirmative action to provide equal opport-  
7 unity in, employment or personnel assignments of accommodations, or in  
8 any other respect on the basis of race, handicap, color, sex, marital  
9 status, affiliation preference, religion, national origin, or ancestry,  
10 other than those benign, non-adverse, forms of discrimination collective-  
11 ly known common parlance as "Affirmative Action", as sanctioned and  
12 authorized by State and Federal Statute and regulation and court decision.
- 13 9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein  
14 by reference thereto are Working Protocols describing and governing the  
15 working relationships of parties. Said Working Protocols bind parties as  
16 if fully set out herein, but may be modified without formal amendment of  
17 this agreement as long as said modification does not vary the provisions  
18 specifically set out herein, is in writing, and represents a bilateral  
19 agreement of AGENCY and PROVIDER. Said Working Protocols shall include  
20 as a minimum provisions by which AGENCY shall be involved in any admission  
21 process; any selection screening process; the respective roles of AGENCY  
22 and PROVIDER in Case Consultation, and Clinical referral; the format for  
23 statistical reports required by this agreement; procedures for AGENCY'S  
24 staff to obtain access to clients, personnel, or records required to per-  
25 form their function hereunder; procedures for the acceptance of clinical  
26 referrals from PROVIDER to AGENCY and for return of information generated  
27 by those referrals; AGENCY'S operational representatives and their function  
28 and any role AGENCY is to play in review of PROVIDER'S professional

activities.

10. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully set out herein, but may be modified without formal amendment of this agreement, as long as said modification does not vary the provisions specifically set out herein and advance written notice thereof is given AGENCY. Said Action Plan shall include as a minimum: provisions that applicable admissions policies will be in writing, and available to the public; that the admissions policies will state that patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring joint clients to provider other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY, that said referrals of joint clients shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this agreement, the operation plan for rendering these services, and the capacity and classifications of person or names of sub-contractors, who will provide such services; provisions listing required licenses, target dates for obtaining, and dates obtained provisionally; and finally, a schedule for implementing the services which are the subject of the agreement.

11. COMPLIANCE WITH CODE:

- a. PROVIDER agrees to comply with all applicable provisions of the Title 22 of the California Administrative Code, Title 45 Code of

1 Federal Regulations' Section 205.50 regarding confidentiality of  
2 patient information; and the Confidentiality of Medical Records Act  
3 of 1980.

4 12. PAYMENT:

- 5 a. Upon execution of this agreement and within a reasonable time from  
6 PROVIDER'S submission of a claim, COUNTY will advance PROVIDER  
7 THIRTY-SEVEN THOUSAND TWENTY-EIGHT DOLLARS (\$37,028) to be expended  
8 in accordance with the program budget attached as Exhibit "C" and  
9 incorporated herein by reference thereto. Changes within major  
10 object totals and transfers of less than 10 % between major object  
11 totals may be made by PROVIDER upon written notice to AGENCY, except  
12 that no change may be made to the budgeted Fixed Assets Total.
- 13 b. The maximum total payment to PROVIDER under the terms of this agree-  
14 ment will not exceed the lesser of the cost of operating the services  
15 which are the subject of this agreement, or THIRTY-SEVEN THOUSAND  
16 TWENTY-EIGHT DOLLARS (\$37,028). The accumulation of payments made  
17 by COUNTY to PROVIDER will be reconciled to PROVIDER operating costs  
18 by PROVIDER by vehicle of a cost report to AGENCY within ninety (90)  
19 days of the close of the COUNTY fiscal year. Any funds paid over  
20 cost will be returned by PROVIDER to COUNTY or credited against pay-  
21 ments for any continuing relationship, at the election of COUNTY.
- 22 c. Where a herein recited report document and/or claim is due from  
23 PROVIDER within a month, payment of 1/12th the maximum contract  
24 amount is expressly conditioned on the acceptance by COUNTY'S herein  
25 designated representative of the report, document, or claim to be  
26 complete and reflective of PROVIDER'S progress being as agreed.
- 27 d. Approval of PROVIDER'S records as audited to be accurate and in  
28 accordance with all applicable guidelines and regulations is a

- condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by auditors.
- e. Obtainment and maintenance of required licenses for PROVIDER to provide the services for which the subject of this agreement is a condition precedent/subsequent to COUNTY'S payment for services rendered any month in which the licenses are not maintained.
  - f. Submission of the Equal Opportunity Plan hereinabove described is a condition precedent to COUNTY'S obligation to pay the claim for the month in which the Plan is due.
  - g. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.
  - h. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this agreement, will be recognized as the creditor of first priority.
13. AMENDMENTS: Except as provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.
14. NOTICE: Any notice to be given parties to this agreement may be given

personally or by depositing same postmarked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

15. TERM:

- a. This agreement shall commence upon execution and terminate June 30, 1982, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.
- b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

COUNTY OF YOLO, a political sub-  
division of the State of California

By Robert N. Clark  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Pete Lucas, Clerk  
of the Board

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Jamie C. Adams  
Deputy

by Jamie C. Adams  
Deputy

PUBLIC HEALTH SERVICES

BY R. E. Cole  
DIRECTOR

COUNTY SCHOOLS

BY Jack F. Poth  
SUPERINTENDENT

APPROVED AS TO FORM  
COUNTY CLERK  
COUNTY CLERK

By Elizabeth A. Heltz  
COUNTY CLERK

## EXHIBIT "A"

### WORKING PROTOCOLS

Admission Process: The agency will help the provider in any manner that is mutually desirable and acceptable to include a maximum number of eligible children in the School Dental Health Program.

Selection Process: The only classrooms that can be assured participation in the School Dental Health Program for the 1981-82 school year are those that have previously made a commitment to Mary Tice, the Program Coordinator. However, should additional classrooms of eligible children desire to participate, an attempt will be made by the Program Coordinator to include these classrooms in the program.

Eligible Children: Children eligible for the Yolo County School Dental Health Program are those children in grades Kindergarten through Fourth grade plus children in grades fifth through sixth and Junior High School who are in classrooms of teachers who have been previously served by the Yolo County Dental Program.

Case Consultation and Referral: When issues arise that involve major policy decisions for the School Dental Health Program, the Provider will consult with the agency and any such policy decisions must be resolved to the mutual satisfaction of both parties.

Reports: Cost and statistical reports will be submitted monthly in the format required by the State Department of Health Services.

Access to Clients: The agency's representative may contact participating school personnel and students should this be deemed necessary by the agency.

Personnel and Records: Records to be kept by the provider are those required by the State Department of Health Services Dental Health Division, and as otherwise stated in this contract. Personnel to perform this contract under sub-contract from the provider are Mary Tice, RDH and Almira Macias.

Referrals: The provider may refer children in need of emergency dental care to the agency (Public Health Nursing Division) with the intent that agency will attempt to find resources for care. The agency will provide feedback information regarding referrals.

Agency's Operational Representative: Robert O. Bates, M.D., Director of Maternal and Child Health, will be the agency's operational representative. His function will be to consult and aid the provider and his sub-contracted personnel in any manner which will assure the success of the program and which is mutually acceptable. He will also review and evaluate the success of the program.

Review of Professional Activities: The agency will not provide reivev of provider's professional activities unless specifically requested in writing by the provider and upon mutually acceptable justification.



## EXHIBIT "B"

### ACTION PLAN

Admissions Policy: Children eligible for this program are Yolo County school children in grades Kindergarten through fourth, plus children who are in classrooms in grades fifth through sixth and Junior High School of teachers who have previously been served by the Yolo County School Dental Health Program. Because of the needs for advanced planning, only those Kindergarten through fourth grade classrooms who have previously made a commitment to participate in this program will be assured full services for the 1981-82 year. However, an attempt will be made to serve additional classrooms and teachers if personnel time and supplies allow. These admission policies are available to the public. Clients are accepted for care without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin or ancestry.

Provider will be available to teachers and parents of eligible children to discuss participation in the program.

Participating Classrooms: Provider will keep an updated list of participating classrooms and when additions or deletions to this list are made the agency will be notified. Services cannot be assured to classrooms that are not on this list.

The operational plan for rendering of services is attached (Exhibit B-1 "Time Frame-Yolo County Dental Health Program").

Sub-contracted Personnel: Mary Tice, R.D.H., will act as program coordinator and classroom instructor. Almira Macias will provide clerical assistance.

Licenses: All required licenses are already obtained.

Time Frame - Yolo County School Dental Health Program

(1981-82)

| <u>Date</u>        | <u>Activity</u>                                          |
|--------------------|----------------------------------------------------------|
| July-August 1981   | Completion of written reports and evaluation for 1980-81 |
|                    | Order supplies                                           |
|                    | Revise program letters & forms                           |
|                    | Organize new program                                     |
|                    | Begin coordination with school districts                 |
|                    | Coordinate dental workshops for fall                     |
| Sept.-October 1981 | Hold meetings for school faculty                         |
|                    | Hold workshops for school faculty                        |
|                    | Begin classroom education sessions                       |
|                    | Begin plaque control sessions                            |
|                    | Continue education sessions                              |
| Nov.-December 1981 | Perform HIP#                                             |
|                    | Begin classroom reinforcement visits                     |
| January-March 1982 | Dental screenings and referrals                          |
|                    | Continue reinforcement visits                            |
|                    | Perform teacher survey for 1982-83 program participation |
| April-June 1982    | Program planning for 1982-83                             |
|                    | Writing proposals, budgets, etc.                         |
|                    | Complete classroom reinforcement visits                  |
|                    | End of year evaluations                                  |

## EXHIBIT "C"

Budget and Schedule of Payments

As outlined in the contract, the County will reimburse the Provider \$37,028 (minus any amounts already claimed for the fiscal year 1981-82 on the basis of monthly contracts) according to the following budget:

YOLO COUNTY SCHOOLS DENTAL HEALTH PROGRAM 1981-81

|                                                                  |          |
|------------------------------------------------------------------|----------|
| A. Personnel                                                     |          |
| RDH Coord/Educ 200 days X \$105                                  | \$21,000 |
| Bi-lingual asst/clerk 150 days X \$37.80                         | 5,670    |
| Employee Benefits                                                |          |
| 11.0% - Clerk                                                    | 624      |
| 6.65% - RDH                                                      | 1,397    |
|                                                                  | 28,691   |
| B. General Expense                                               | 400      |
| C. Expendable Supplies                                           |          |
| 1. Tb, floss, etc.                                               | 2,447    |
| 2. NaF Rinse (2600 X .65)                                        | 1,690    |
| D. Printing & Duplicating                                        | 200      |
| E. Communications                                                |          |
| 1. Postage                                                       | 100      |
| 2. Telephone                                                     | 1,150    |
| F. Travel (approx 10,000 mi at current Co. rate)                 | 2,000    |
| G. Equipment                                                     | --       |
| H. Contractual Services                                          | --       |
| I. Data                                                          | --       |
| J. Rent (Washington Unified School District<br>in-kind donation) | 250      |
| K. Other (misc.)                                                 | 100      |
|                                                                  | <hr/>    |
|                                                                  | \$37,028 |
|                                                                  | <hr/>    |

FILED

SEP 30 1981

AGREEMENT NO. 81-223

(For Certain Dental Referral Services)

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY Deputy DEPUTY

THIS AGREEMENT, made and entered into this 29th day of

September, 1981, by and between the County of Yolo, a political sub-  
division of the State of California, hereinafter referred to as COUNTY, and  
with Yolo County Dental Foundation, hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

RECITALS:

1. COUNTY'S Health Services Agency (Yolo General Hospital and Public Health's East Yolo Health Services Center), hereinafter referred to as AGENCY, has need of a dental referral service, hereinafter referred to as SERVICE.
2. AGENCY requires a SERVICE in order to provide Yolo County indigent residents an opportunity for appropriate dental care. CONSULTANT represents it uniquely possesses the expertise to provide SERVICE in accordance with AGENCY'S expectations recited herein.
3. COUNTY and CONSULTANT are, therefore, desirous of entering into an agreement for SERVICE.

AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. CONSULTANT'S OBLIGATIONS:

- a. Within thirty (30) days of execution of this agreement CONSULTANT will provide a fully operational dental referral service in accordance with the working protocols, attached hereto and incorporated herein by reference thereto, screening 100% of children in writing in advance for eligibility determination and referring 100% of eligible children to appropriate dentists so long as sufficient SERVICE funds remain to pay for said SERVICE.

1 b. Within sixty (60) days of execution and again on May 15, 1982,  
2 prepare and present to COUNTY'S herein designated representatives  
3 a report which demonstrates accomplishment of the hereinabove  
4 recited objectives and reports, service expenditures, revenues  
5 and balances.

6 2. COUNTY'S SERVICE OBLIGATIONS:

- 7 a. Designate representatives responsible to:  
8 1) Review CONSULTANT'S progress: and  
9 2) Authorize advancement, interim, and final payments to CONSULTANT.  
10 b. Provide prompt access to records and personnel necessary, in the  
11 joint judgment of parties' designated representatives, to the  
12 conduct of SERVICE.  
13 c. COUNTY'S designated representatives will give prompt attention  
14 to review, authorization, and reporting requirements upon notice  
15 from CONSULTANT which provide adequate and reasonable time for  
16 review.

17 3. COUNTY'S DESIGNATED REPRESENTATIVES:

18 Will be the Public Health Physician.

19 4. ASSIGNMENT/SUB-CONTRACTING:

20 CONSULTANT may not assign its responsibilities hereunder, it hereby being  
21 expressly acknowledged by parties that CONSULTANT'S expertise is unique.

22 5. PAYMENT:

- 23 a. COUNTY will advance CONSULTANT \$3,000 upon execution.  
24 b. Following the submission of Agreement 1b reports, upon satisfaction  
25 of all conditions precedent, and upon the submission of an invoice  
26 which attaches those reports as are required hereinabove, COUNTY  
27 will reimburse CONSULTANT'S cost beyond the initial advance up to  
28 this contract's maximum.

- 1 c. The maximum total payment to CONSULTANT for performance under the  
2 terms of this agreement will not exceed FOUR THOUSAND and THIRTY-FIVE  
3 DOLLARS (\$4,035).
- 4 d. Where a herein recited report or claim is due from CONSULTANT within  
5 established due dates, associated payments are expressly conditioned  
6 on the acceptance of the report as complete and reflective of CON-  
7 SULTANT'S satisfactory accomplishment in so far as is determinable  
8 without an audit by COUNTY'S designated representative.
- 9 e. COUNTY'S excuse of any given condition precedent or subsequent in  
10 any given circumstance does not constitute a waiver of either that  
11 condition precedent or subsequent or any other condition precedent  
12 or subsequent as to future circumstances. Where there is a doubt as  
13 to the proper characterization of a provision as a promise or a con-  
14 dition, it shall be construed to be both a promise and a condition.
- 15 6. In the event of PROVIDER'S bankruptcy or insolvency, it is agreed that  
16 COUNTY, in pressing claims pursuant to this agreement, will be recognized  
17 as the creditor of first priority.
- 18 7. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that  
19 CONSULTANT is an independent contractor and is not subject to the direction  
20 and control of COUNTY except as to final result. CONSULTANT shall be  
21 solely liable and responsible to pay all applicable required taxes and  
22 other obligations, including, but not limited to, applicable withholding  
23 and Social Security. CONSULTANT agrees to indemnify and hold COUNTY  
24 harmless from any liability which it may incur to the Federal or State  
25 governments as a result of parties' relationship.
- 26 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated here-  
27 in by reference thereto, are working protocols describing and governing  
28 the working relationships of parties. Said Working Protocols bind parties

as if fully set out herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and CONSULTANT. Said Working Protocols shall include, as a minimum: the specific services constituting SERVICE; the objectives to be accomplished by SERVICE in that time frame; the standards under which performance will be evaluated by AGENCY; that CONSULTANT will accept referrals without, and not accept dentists for referral who participate in, adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provisions describing CONSULTANT'S screening process; provisions describing CONSULTANT'S procedures for indentifying the appropriate dentist and referring persons to dentists; provisions describing how CONSULTANT evaluates the performance of dentists; provisions requiring the CONSULTANT to note in writing addressed to the referee dentist when SERVICE persons are referred that SERVICE will compensate them for that referral; the accounting mechanisms for recordation of SERVICE funds received and disbursed; the AGENCY to SERVICE referral procedure; and parties' designated representatives.

9. SERVICE'S revenues and expenditures shall be defined as revenues received, or expenditures made from those revenues, from whatever source, for the purpose of providing SERVICE as described in this agreement. Notwithstanding the forgoing, revenues will be separated in the books by account by COUNTY or other source. Revenues and expenditures will be accounted for in a fund separate from all others in CONSULTANT'S accounting system.
10. LIABILITY: CONSULTANT agrees to defend, indemnify, and hold COUNTY harmless from any and all claims, liability, or loss arising from CONSULTANT'S performance under this agreement.



11. RECORDS:

- a. PROVIDER shall, for the later of four (4) years or the resolution of audit findings, maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this agreement.
- b. PROVIDER shall make said records available for audit by COUNTY or State auditors upon the request of AGENCY'S designated representatives. Said request shall provide at least one full working days' notice of the impending audit. State, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.

12. AMENDMENTS: Except as otherwise provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of the terms of this agreement, whether by written or verbal understandings of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to CONSULTANT'S or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

15. TERM:

- a. This agreement shall commence upon execution and terminate on June 30, 1982, unless sooner cancelled by either party on thirty (30) days written notice.
- b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred patients still requiring SERVICES of the type CONSULTANT renders.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political sub-  
division of the State of California

*Robert M. Black*  
BY  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS  
Clerk of the Board

BY

*Paula M. Cooper*  
DEPUTY

CONSULTANT

BY

*Paula M. Cooper*  
9/2/81

APPROVED AS TO FORM  
CHARLES R. MACK  
County Counsel

BY

*Elizabeth A. Stultz*  
Deputy County Counsel

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

*Paula M. Cooper*  
Deputy

WORKING PROTOCOLS FOR CONTRACT BETWEEN  
YOLO COUNTY DENTAL HEALTH FOUNDATION  
and  
YOLO COUNTY PUBLIC HEALTH DIVISION

1. Services:

The specific services to be performed by the Foundation include the following:

- a. Receive referrals.
- b. Screen referred children for eligibility.
- c. Refer children found to be eligible to appropriate dentists.
- d. Review treatment plans of eligible children and authorize treatment and payment for treatment. Treatment plans are submitted by participating dentists to whom eligible children have been referred.
- e. Reimburse participating dentists for authorized work after such work has been performed.

2. Objectives of the Service:

The objective of the service performed by the Foundation is the provision of emergency and restorative dental services to indigent children during the term of the contract.

3. Performance Standards to be Used by Agency:

- a. 100% of children referred have been screened for eligibility.
- b. 100% of eligible children have been referred to appropriate dentists as long as County funds are available for service.

4. Non-discrimination:

Consultant and participating dentists will not engage in adverse discrimination based upon race, religion, sex, marital status, affiliation preference, national origin, or ancestry while in the provision of the services of this contract.

5. Screening Process:

- a. Referrals will be accepted from recognized social, health, and educational agencies.
- b. Referrals will be processed on a written referral form (see Appendix) which is filled out in triplicate. Copy #1 to Dental Foundation records, Copy #2 to referral participating dentist, and Copy #3 to STEAC, the agency who will perform the actual eligibility screening process in cooperation with the Dental Foundation.

c. Eligibility criteria used in screening process:

- (1) Needs emergency or significant restorative dental care as determined by referring agency.
- (2) Is a resident of Yolo County as determined by referring agency.
- (3) Meets Foundation income criteria and has no other source of payment for needed dental services. The income guidelines (see Appendix) are those utilized by the Child Health & Disability Prevention (CHDP) Program. The income criteria are evaluated by the referring agency and are generally based on the child's parents' declaration.

6. Procedure for Identifying the Appropriate Dentist:

- a. First preference is referral to the patient's previously used source of dental care if such a referral is acceptable to the patient and parent, and the dentist is a participant in the Foundation services.
- b. If there is no participating dentist who has previously seen the patient, then a referral is made to the dentist most convenient for the family (e.g., closest proximity to home) or a participating dentist who has been requested by the patient's parent.

7. Evaluation of Performance of Dentists:

All participating dentists are fully qualified and licensed to perform the necessary dental work on clients referred for treatment. Therefore, there is no evaluation of professional competency. There is, however, evaluation of the plan submitted by the dentist for reasonableness and appropriate charges. This evaluation is performed by members of the Dental Foundation Board of Directors.

8. Assurance of Compensation to Dentists:

Participating dentists will be assured in writing of payment for authorized services (see Appendix - Dental Treatment Referral & Authorization Form).

9. Accounting Mechanisms:

Standard accounting procedures will be used for recording of service, funds received and disbursed.

10. Referral Procedure from Agency to Foundation:

The Agency's public health nurses will contact STEAC in order to make a referral of a child for services.

11. Designated Representatives:

- a. The County's designated representative will be the Public Health Physician/Director of Maternal & Child Health.
- b. The Foundation's designated representatives will be the members of the Board of Directors of the Yolo County Dental Health Foundation. Members of this Board include Christine Blanchard, Delores Schoen, Kit Lenz, RDH, Ron Riesner, DDS, and Don Childress, DDS.

12. Term of Contract:

The consultants may use County funds for services rendered during the term of the contract or for services approved during the term of the contract, but not actually performed until after the expiration of the contract.

14. Rates for Dental Work Performed for the Foundation:

Children's Denti-Cal rate schedule in effect at the time of billing will be utilized.

15. Case Limits:

The maximum amount reimbursable per patient per term of the contract is \$300. Higher reimbursement may be authorized for a particular case by vote of a simple majority of the Foundation Board of Directors.

16. Limitation of Use of Funds:

The County funds will be used for treatment purposes only.

17. Repayment by Patients' Parents:

Parents will not be expected or required to repay for services. However, voluntary donations will be accepted by the Foundation.

18. Reports from the Foundation to the County:

The content of reports will include:

- a. Current expenditures and current balance of County funds.
- b. Number of patients and ages of each patient.
- c. Amount of funds spent for each case.
- d. General type of treatment rendered (for example, emergency, restorative, or preventative care).

FILED

SEP 30 1981

AGREEMENT NO. 81-224

PERE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY CLERK  
2 DEPUTY

THIS AGREEMENT, made and entered into this 29th day of

September, 1981, by and between the County of Yolo, a political sub-  
division of the State of California, hereinafter referred to as COUNTY, and  
Stephen Belton, M.D., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY furnishes medical care and treatment requiring the providing of  
services by State of California Licensed Physician to various persons,  
hereinafter referred to as PATIENTS, through its Health Services Agency,  
hereinafter called AGENCY.
2. AGENCY does not employ a Clinic Physician.
3. PROVIDER represents he is licensed by the State of California as a  
Physician and Surgeon, is duly qualified to practice medicine with  
emphasis in family practice medicine, and has no limitations, suspensions,  
or restrictions placed on said license or his providing of medical ser-  
vices by the State of California Board of Medical Quality Assurance or  
Board of Pharmacy.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the  
provision of family practice clinical medicine services under the terms  
and conditions setforth in this agreement.

AGREEMENTS:

COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited  
agreements, and PROVIDER, in consideration of COUNTY'S promises contained in  
hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit  
"A" and incorporated herein by reference thereto, the Action Plan,

1 attached hereto as Exhibit "B" and incorporated herein by reference  
2 thereto; and all applicable Federal and State statutes and regulations  
3 governing the practice of medicine, incorporated herein by reference  
4 thereto as if fully setout, engage in family practice medicine, the  
5 beneficiaries of which practice will be PATIENTS scheduled for  
6 services by AGENCY at the facility or facilities designed by AGENCY.

- 7 b. Monitor and amend, subject to the review and approval of AGENCY'S  
8 designated representative a set of standardized procedures in  
9 accordance with the California Nursing Practice Act, Chapter 6,  
10 Article 2, Section 2725(a) of the Business and Professions Code.

11 2. AGENCY'S SERVICE OBLIGATIONS:

- 12 a. Designate representative or representatives for administrative and  
13 program affairs.  
14 b. To provide and maintain facilities, equipment, and staff necessary  
15 to practice medicine in accordance with the terms and conditions of  
16 this agreement.

17 3. ASSIGNMENT/SUB-CONTRACTING:

- 18 a. PROVIDER may not assign or sub-contract his responsibilities except  
19 on the advance written authorization of COUNTY'S herein designated  
20 representative.

- 21 4. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that  
22 PROVIDER is an independent contractor and is not subject to the direction  
23 and control of COUNTY except as to final result. PROVIDER shall be solely  
24 liable and responsible to pay all required taxes and other obligations, in-  
25 cluding, but not limited to, applicable withholding and Social Security.  
26 PROVIDER agrees to indemnify and hold COUNTY harmless from any liability  
27 which it may incur to the Federal or State Governments as a result of  
28 this contract.



1 5. LIABILITY:

- 2 a. COUNTY agrees to defend, indemnify, and hold PROVIDER harmless from  
3 any and all claims, liability or loss arising from PROVIDER'S per-  
4 formance under this agreement, except where the claim, liability, or  
5 loss arises from allegedly intentional or reckless conduct.  
6 b. COUNTY shall purchase and maintain for the duration of this agreement  
7 PROVIDER'S malpractice insurance in the amount of at least \$1,000,000/  
8 \$1,000,000.

- 9 6. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated here-  
10 in by reference thereto are Working Protocols describing and governing the  
11 working relationship of parties pursuant to this agreement. Said Working  
12 protocols bind parties as if fully setout herein, but may be modified with-  
13 out formal amendment of this agreement as long as said modification does  
14 not vary the provisions specifically setout herein, is in writing, and  
15 represents a bilateral agreement of AGENCY and PROVIDER. Said Working  
16 Protocols shall include, as a minimum, provisions with respect to the  
17 level of PROVIDER'S involvement in the supervision of AGENCY staff; re-  
18 quiring PROVIDER to cooperate with administrative requirements, including,  
19 but not limited to, completion of encounter forms and medical records,  
20 and completion of insurance forms; specifying PROVIDER'S referral respon-  
21 sibilities with respect to other County staff; requiring PROVIDER to  
22 participate in peer review; and specifying how PROVIDER facility assign-  
23 ment and time off will be arranged.

- 24 7. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by  
25 reference thereto is PROVIDER'S Action Plan for providing the services  
26 which are subject of this agreement. Said Action Plan binds parties  
27 as if fully setout herein, but may be modified without formal amendment  
28 of this agreement, so long as said modification not vary the provisions

specifically set out herein and advance written notice thereof is given AGENCY. Said Action Plan shall include, as a minimum, provisions that PROVIDER is responsible for the quality of medical care at the clinic to which he is assigned; will conduct his practice in strict accordance with currently accepted methods and practices of PROVIDER'S profession; and will not discriminate in the providing of medical services on the basis of race, color, creed, sex, religion, national origin, financial circumstance, marital status, or handicap.

8. PAYMENT:

- a. The maximum payments from COUNTY to PROVIDER during the terms of this agreement shall be a sum not to exceed FORTY-NINE THOUSAND THREE HUNDRED AND TWELVE DOLLARS (\$49,312).
- b. Payment of 1/12 of \$49,312 shall be made by COUNTY to PROVIDER monthly upon submission of a claim in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceeding month. Claim will be adjusted proportionately downward by AGENCY to reflect any PATIENT not scheduled by AGENCY. Claim must be countersigned and approved by the AGENCY'S designated representative.
- c. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S performance as consistent with this agreement.
- d. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

9. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all under-

standings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

10. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last know address of either.

11. TERM:

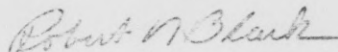
- a. This agreement shall commence on July 1, 1981, and terminate on June 30, 1982, unless as otherwise provided herein.
- b. This agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intent.
- c. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

The undersigned Deputy Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

COUNTY OF YOLO, a political subdivision of the State of California

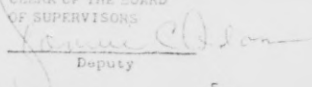
BY



CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS



Deputy

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PETE E. LUCAS, Clerk of the  
Board of Supervisors

BY

*James C. Olson*  
DEPUTY

*Stephen Belton, M.D.*  
Stephen Belton, M.D.

APPROVED AS TO FORM

CLERK

CLERK

*Elizabeth R. Holtz*  
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS - Stephen Belton, M.D.

Will have regular conferences with the Director of Public Health concerning any problems or needed adjustments related to Clinic affairs; will maintain a professional relationship of high standard with all clinic associates; will cooperate with administrative requirements, including, but not limited to, completion of encountered forms and medical records, and completion of insurance forms; will refer to other County staff in accordance with the principles and practices of medicine; will participate in PEER review; will observe clinic hours from 8:15 A.M. to 5:00 P.M. except for four hours each week for out-of-clinic education, with the option of the accrual of forty such hours to be used consecutively for continuing education; will apply for staff privileges at Yolo General Hospital and be willing to serve on the Ambulatory Care Committee; will have a continuing involvement in clinic working protocols in order to adapt them to a hospital-based clinic; and AGENCY will arrange for substitute physician coverage during vacation (15 working days per year), sick leave (6 days per year), and above mentioned continuing education leave (5 days per year). Time off and replacements will be approved by the AGENCY'S designated representative.

*Stephen Belton*

EXHIBIT "B"

ACTION PLAN

- . Directs the on-site medical care aspects of the Salud Clinic.
- . Responsible for maintaining medical care quality in the clinic in accordance with accepted medical practice standards.
- . Works cooperatively with East Yolo Health Services Administration, Director of Public Health Nursing, Public Health Nurses, and Health Educator.
- . Supervises medical-clinical activities of Clinic Nurse, F.N.P., and P.A.
- . Complies with State and Federal laws or regulations governing the practice of medicine.
- . Contributes input to the EYHSC operations team.
- . Cooperatively develops and monitors medical quality standards, guidelines and protocols.
- . Evaluate medical care quality of all clinical workers.
- . Assists with routine medical audits.
- . Assists in training and professional education of clinic staff and other Health Services Center staff.
- . Meets regularly with Salud Advisory Committee.
- . Provide an equal level of services to all who present themselves as patients regardless of their circumstances regarding race, color, creed, sex, religion, national origin, financial status, marital status or any handicap.

*Ann Owsen*

FILED

SEP 30 1981

AGREEMENT NO. 81-225

RETURNED TO THE  
COUNTY SUPERVISORS  
BY \_\_\_\_\_

(Agreement to provide outpatient medical and health care services)

DEPUTY  
3

THIS AGREEMENT, made and entered into this 29th day of

4 September, 1981, by and between the County of Yolo, a political subdivision  
5 of the State of California, hereinafter referred to as COUNTY, and Davis Free  
6 Clinic, a non-profit corporation, hereinafter referred to as PROVIDER.

7 W I T N E S S E T H:

8 RECITALS:

- 9 1. COUNTY is obligated by State Health and Safety Code Section 1442 through  
10 1442.5 inclusive as amended by SB 154 to provide for the health and medical  
11 care of indigents within its jurisdiction.
- 12 2. COUNTY does not have the facilities to itself provide the hereinabove  
13 recited required care in all population centers within its jurisdiction,  
14 in particular within the City of Davis.
- 15 3. PROVIDER is an outpatient medical and health care clinic operating within  
16 the City of Davis and possesses the facilities to provide said care.
- 17 4. PROVIDER has provided outpatient medical and health care, not limited to  
18 indigents, for COUNTY in the past.
- 19 5. COUNTY'S ability to provide outpatient medical and health care services  
20 within the City of Davis has been further limited by the passage of  
21 Proposition 13.
- 22 6. COUNTY and PROVIDER are, therefore, desirous of entering into a contract  
23 for providing certain outpatient medical and health care services detailed  
24 herein.

25 AGREEMENTS:

- 26 1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises  
27 contained in hereinafter recited agreements, PROVIDER agrees to:
- 28 a. Provide general outpatient medical and health care services,



1 exemplified but not limited to, general health counseling, laboratory  
2 procedures, physical examinations, ~~minor surgery~~, prescriptions,  
3 immunizations, venereal disease detection and treatment, pregnancy  
4 testing, and family planning, excluding those particular services  
5 funded by sources other than COUNTY.

- 6 b. Prepare, produce and upon request of COUNTY hereinafter designated  
7 representatives present a financial report and a statistical report  
8 of services rendered under the provision of this agreement, the  
9 statistical report in the format of Exhibit "A", attached hereto and  
10 incorporated herein by reference thereto, within two weeks of  
11 the last day in each quarter during which services were rendered  
12 under the provisions of this agreement.
- 13 c. All funds advanced and not spent by the end of the contract period  
14 will be returned to COUNTY unless an extension for the use of these  
15 funds is granted by the Board of Supervisors.
- 16 d. 1) To maintain proper and adequate records and ledgers sufficient  
17 to enable an audit of the program which is the subject of this  
18 agreement, and to make said ledgers and records available to  
19 a COUNTY selected auditor and COUNTY'S herein designated re-  
20 presentative upon reasonable request of COUNTY.
- 21 d. 2) To establish and maintain accounting procedures which meet  
22 normally accepted accounting practices and principles, and to  
23 comply with the recommendations of COUNTY'S auditor for the  
24 purpose of establishing and maintaining such accounting practices  
25 and fulfilling the terms of this agreement.
- 26 e. To comply with Title VI and VII of the Civil Rights Act of 1964, and  
27 with the Constitution and applicable laws of the State of California  
28 in its procurement and employment practices and in the providing

- 1 of services recited hereinabove in Agreement 1 a.
- 2 f. Without limiting PROVIDER'S agreement recited hereinafter in
- 3 Agreement 1 g, to indemnify COUNTY, to maintain in force at all
- 4 time during the performance of this agreement, a policy or policies
- 5 of Public and Malpractice insurance in the amount of at least
- 6 \$1,00,000/\$1,000,000. PROVIDER further agrees not to cancel or re-
- 7 duce the amount of coverage of any of the aforesaid insurance with-
- 8 out giving notice in writing at least ten (10) days in advance of
- 9 such cancellation or modification to COUNTY, and agrees to abide
- 10 with reasonable requirements imposed by COUNTY upon said cancellation
- 11 or modification. During all times during the performance of this
- 12 agreement, PROVIDER will, at its sole cost, maintain Workmen'S
- 13 Compensation insurance fully covering all employees of PROVIDER.
- 14 g. To indemnify defend, and hold harmless COUNTY, its officers, agents,
- 15 and employees from and against any and all claims, losses, liabilities,
- 16 or damages, including attorney's fees, arising out of or resulting
- 17 from the performance of this agreement, caused in whole or in part by
- 18 any negligent act or omission of PROVIDER, or anyone directly or in-
- 19 directly employed by PROVIDER, regardless of whether or not it is
- 20 caused in part by a party indemnified hereunder.
- 21 h. Designate a representative within two weeks of the execution of this
- 22 agreement by written notice to COUNTY'S representative designated
- 23 in hereinafter recited Agreement 4; and to notify COUNTY in the same
- 24 manner of any changes in PROVIDER'S Representatives.
- 25 2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S promises con-
- 26 tained in herein recited agreements, COUNTY agrees to:
- 27 a. Designate representatives in hereinafter recited agreement 4, re-
- 28 sponsible to:

- 1                   1) Review the statistical report prepared in accordance with  
2                   hereinabove recited agreement 1 b.  
3                   2) Authorize payment to PROVIDER.  
4                   3) Evaluate the services provided by PROVIDER for their utility  
5                   to COUNTY in future fiscal years.  
6                   b. Provide such expendable goods, preparations, vaccines, laboratory  
7                   tests or medicines as are appropriate in the joint judgment of both  
8                   parties' designated representatives, and consistent with previous  
9                   fiscal year arrangements, to provide said goods, preparations, vaccines,  
10                  laboratory tests, or medicines between PROVIDER and COUNTY'S HSA's  
11                  Department of Public Health.  
12                  c. COUNTY'S designated representatives will give prompt attention to  
13                  claims for payment submitted by PROVIDER.  
14                  3. PAYMENT: In consideration of PROVIDER'S promises contained in herein re-  
15                  cites agreements, COUNTY agrees to:  
16                  a. Upon execution of this agreement and presentation of a COUNTY claim  
17                  from PROVIDER, pay PROVIDER SIX THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS  
18                  AND FIFTY CENTS (\$6,454.50) representing an advance of funds for the  
19                  first quarter of the term of this agreement.  
20                  b. Upon submission each quarter, in accordance with the time frames of  
21                  hereinabove recited agreement 1 b, to COUNTY'S designated represent-  
22                  ative of an invoice which includes:  
23                          1) A detailing of expenditures in accordance with Exhibit "B"  
24                          attached hereto and incorporated by reference thereto; and  
25                          2) The statistical report recited herein above in agreement 1 b;  
26                          pay PROVIDER SIX THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND  
27                          FIFTY CENTS (\$6,454.50)  
28                          representing an advance of funds for the second, third, and  
                        fourth quarters of the term of this agreement up to the here-

- inafter recited in agreement 3 c maximum.
- c. The maximum total payment to PROVIDER for performance under the terms of this agreement will not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED and EIGHTEEN DOLLARS (\$25,818).
- d. Where a statistical or financial report, in accordance with agreement 1 b, is due for any quarter during this agreement, payment of the advance for the next segment is expressly conditioned on the acceptance of the report as completed by the COUNTY'S designated representative. It is further understood that completion of the contemplated reports for the final quarter of this agreement is a condition subsequent to COUNTY'S obligation to pay the final quarter's installment on the contract amount; and advancement of those funds pursuant to agreement 3 b is not a waiver of said condition subsequent.
4. COUNTY'S DESIGNATED REPRESENTATIVES: COUNTY'S designated representatives for the purpose of this agreement are the Director of Public Health, Director of Public Health Nursing, and the Supervising Public Health Nurse for the West Yolo area.
5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.
6. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall

1 constitute the total agreement. Unless otherwise expressly provided  
2 herein, no addition to, or alteration of, the terms of this agreement,  
3 whether by written or verbal understanding of the parties, their officers,  
4 agents, or employees, shall be valid unless made in the form of a written  
5 amendment to this agreement which is formally approved by executed by the  
6 parties.

- 7 7. TERM: This agreement shall commence July 1, 1981, and terminate June  
8 30, 1982, unless sooner terminated by either party on thirty (30) days  
9 written notice to the other.

10 IN WITNESS WHEREOF, the parties have executed this agreement as of  
11 the day and year hereinbove setforth.

12 COUNTY OF YOLO, a political sub-  
13 division of the State of California

14 Robert M. Black  
15 CHAIRMAN OF THE BOARD OF SUPERVISORS

16 ATTEST:

17 PETE E. LUCAS,  
18 Clerk of the Board

19 BY Paula M. Cooper  
20 DEPUTY

21 X BY Ann P. Fichtig PRESIDENT

22 The undersigned Deputy Clerk  
23 of the Board of Supervisors  
24 certifies that pursuant to  
25 Section 25103 of the Govern-  
26 ment Code, delivery of this  
27 document has been made to the  
28 Chairman of the Board of  
Supervisors.

26 APPROVED AS TO FORM

27 CYNTHIA R. MACK  
28 COUNTY COUNSEL

By Elizabeth A. Holtz  
COUNTY COUNSEL

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

EXHIBIT "A"  
STATISTICAL REPORT

DAVIS FREE CLINIC

Month - Year \_\_\_\_\_

|         |                   |                                         |
|---------|-------------------|-----------------------------------------|
| NEW:    | AGES:             |                                         |
| RETURN: | 0-4 Years _____   | TOTAL<br>PATIENT<br>VISITS<br><br>_____ |
| _____   | 5-12 Years _____  |                                         |
| MALE:   | 13-19 Years _____ |                                         |
| _____   | 20-24 Years _____ |                                         |
| FEMALE: | 25-29 Years _____ |                                         |
| _____   | 30 Years _____    |                                         |
|         | 40 Years _____    |                                         |
|         | 50 Years _____    |                                         |

DISORDER OR NEED

Psychiatric .....  
Dental.....  
E.E.M.T.....  
U.R.I.....  
Genitourinary.....  
C.I.....  
Orthopedic.....  
Allergy.....  
Dermatology.....  
Infection.....  
Injury.....  
Communicable Disease.....  
Other.....

VENEREAL DISEASE

Counseling.....  
Treatment.....  
G.C. --Suspect.....  
    Routine.....  
VDRL---Suspect.....  
    Routine.....

PREGNANCY

Counseling.....  
Test.....  
Referral.....

FAMILY PLANNING

Counseling.....  
Pills.....  
I.U.D.....  
Diaphragm.....  
Other--Foam.....  
    condom.....  
    jel.....  
    des.....  
    mucus meth.....  
    encare oval.....

WELL VISITS (of these  
categorized above):

SOME SERVICES

Counseling-Ed.....  
Lab. Procedures.....  
Physical Exam.....  
Minor Surgery.....  
Pharmacy-RX.....  
Immunization.....  
Test Results.....  
Cert. Phone Form.....  
Referral.....

DRUG RELATED

Emergency.....  
Counseling.....  
Detoxification.....  
Referral.....

PPDs.....  
Paps.....

STAFF ATTENDANTS

|             |                  |
|-------------|------------------|
| Volunteer   | F.N.P.           |
| Medic       | R.N.             |
| Counselor   | Physician        |
| Med Student | Lab. Tech        |
|             | Psych. Therapist |

EXHIBIT "B"

EXPENDITURE INVOICE

Salaries: Clinic Coordinator  
Clinic site Coordinator  
Bookkeeper  
Fiscal Coordinator

Benefits:

Phone/Utilities  
Insurance (Malpractice, premises,  
Workmens Comps.)  
Accountant  
Office, Maintenance, Refurbishing  
Lab/Medical Supplies  
Educational Supplies  
Travel



FILED

AGREEMENT NO. 81-226

1 SEP 30 1981

(For Administration of Medication)

2  
PETER LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY DEPUTY

THIS AGREEMENT, made and entered into this 29th day of

4 September 1981, by and between L.V.N. Community Practice Group, herein-  
5 after referred to as PROVIDER, and County of Yolo, a political subdivision  
6 of the State of California, hereinafter referred to as COUNTY.

7 WITNESSETH:

8 RECITALS:

- 9 1. COUNTY is obligated to furnish necessary medical care and treatment to  
10 persons in the custody of the Sheriff, and for inmates of the County  
11 Jail, together hereinafter referred to as INMATES.
- 12 2. COUNTY is obligated to furnish necessary medical care and treatment to  
13 persons in the custody of Juvenile Hall, hereinafter referred to as  
14 CHARGES.
- 15 3. COUNTY operates, through its Health Services Agency, Public Health  
16 Divison, a program to comply with the above recited obligation, herein-  
17 after referred to as PROGRAM.
- 18 4. PROGRAM requires the administration of medications to INMATES and CHARGES.  
19 COUNTY does not possess the requisite available expertise to commit to  
20 the segmented scheduling of the contemplated administration of medications.
- 21 5. THEREFORE, COUNTY desires to enter into an agreement for the rendering  
22 of the above recited administration of medications through an independent  
23 contractor.
- 24 6. PROVIDER is an unincorporated Association of Licensed Vocational Nurses,  
25 possessing the available expertise to administer medications.

26 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in  
27 hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S  
28 promises contained in hereinafter agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. Responsibility shared with the Physician's Assistant for the administration of medications and allied procedures in accordance with the time and manner procedures contained in PROGRAM'S Diagnosis and Treatment Protocols and Standardized Procedures, described hereinafter by agreements 4 and 5, respectively.
- b. Responsible to make available fifty-one and one half (51.5) hours of Licensed Vocational Nurse coverage per week.
- c. Designate a representative for clinical and administrative matters by notice to COUNTY'S herein designated representative for PROGRAM administration.

2. COUNTY'S SERVICE OBLIGATIONS:

- a. Provide to COUNTY'S Jails and Juvenile Hall a State of California Certified Physician's Assistant to provide medical care services as defined and authorized, and to the maximum extent of that authorization, by Business and Professional Code, Section 3500 et seq. Said services shall be conducted in accordance with herein described standardized procedures and shall include, as a minimum, assignment to the Physician's Assistant the responsibility to perform physical examinations, make preliminary diagnosis subject to the review of PROGRAM'S assigned Physician and recommend prescriptions to PROGRAM'S assigned Physicians. This Physician's Assistant will be further responsible for the medical supervision of assigned Licensed Vocation Nurses.
- b. Provide to COUNTY'S Jails and Juvenile Hall duly qualified physicians responsible for the quality of PROGRAM'S medical care.
- c. Designate hereinafter representatives for the purposes of performing the herein described functions.
- d. Administer PROGRAM.

- 1 3. COUNTY'S DESIGNATED REPRESENTATIVES:
- 2 a. COUNTY'S designated representative for PROGRAM administration is the
- 3 Director of Public Health.
- 4 b. COUNTY'S designated representative for day to day operations is the
- 5 Physician's Assistant.
- 6 4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized
- 7 procedures, attached hereto as Exhibit "A", and incorporated herein by
- 8 reference thereto, governing the working relationship of PROGRAM'S
- 9 Physicians, Physician's Assistant and Licensed Vocational Nurses. These
- 10 standardized procedures will be reviewed and modified from time to time
- 11 by COUNTY'S herein designated representative after consultation with
- 12 PROGRAM'S Physicians. If modified, this agreement need not be amended
- 13 for the modified procedure to be fully binding.
- 14 5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis
- 15 and treatment protocols, attached hereto as Exhibit "B" and incorporated
- 16 herein by reference thereto, governing the diagnosis and treatment of
- 17 generally encountered primary care situations, subject to PROGRAM'S
- 18 Physicians review and approval or modification. If modified, this agree-
- 19 ment need not be amended for the modified protocols to be fully binding.
- 20 6. HOURS OF OPERATION: Are specified in the Standardized Procedures.
- 21 7. PAYMENT:
- 22 a. COUNTY shall pay PROVIDER for services rendered hereunder the sum
- 23 of ONE THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS -----
- 24 (\$1,934)-- per month compensation for services rendered. Said pay-
- 25 ment shall be made by COUNTY to PROVIDER upon its submission of a
- 26 monthly claim to PROGRAM'S designated representative. Said claim
- 27 shall be countersigned and approved by the Director of Public Health
- 28 of the COUNTY.

b. The maximum total payment to PROVIDER under the terms of this agreement will not exceed TWENTY-THREE THOUSAND TWO HUNDRED and EIGHT DOLLARS (\$23,208).

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Government as a consequence of this contract.

9. LIABILITY:

- a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all malpractice claims, liability or loss arising from PROVIDER'S performance under this agreement.
- b. PROVIDER shall, through its Supervising Physician, purchase and maintain, for the duration of this agreement, malpractice insurance sufficient to cover services provided.

10. AMENDMENTS: The body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement, which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given

1 personally or by depositing the same in the United State Mail, postage  
2 prepaid, and addressed to PROVIDER or the Director of Public Health, as  
3 applicable, at the last known mailing address of either.

4 12. TERM: This agreement shall commence on July 1, 1981, and shall terminate  
5 on June 30, 1982, unless sooner terminated by either party on thirty (30)  
6 days written notice to the other of such intent.

7 IN WITNESS WHEREOF, the parties hereto have executed this agreement  
8 as of the day and year hereinabove set forth.

9 COUNTY OF YOLO, a political sub-  
10 division of the State of California

11 Robert M. Black  
12 BY  
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 ATTEST:

15 PETE E. LUCAS,  
16 Clerk of The Board

17 BY Paula M. Cooper  
18 DEPUTY

19 L.V.N. COMMUNITY GROUP

20 Cheryl Hardesty  
21 PARTNER

22 APPROVED AS TO FORM  
23 Charles R. Mack  
24 County Counsel

25 BY Elizabeth A. Hall  
26 Deputy County Counsel

27 The undersigned Deputy Clerk  
28 of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy

FILED

SEP 30 1981

AGREEMENT NO. 81-227

PETE LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY

DEPUTY

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(Agreement to Provide Outpatient Medical Care and Health Care Services)

THIS AGREEMENT, made and entered into this 29th day of

September, 1981, by and between the County of Yolo, a political sub-  
division of the State of California, hereinafter referred to as COUNTY, and  
Steven Woodrum, P.A., hereinafter referred to as PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall, hereinafter referred to as CHARGES.
3. COUNTY operates through its Health Services Agency, Department of Public Health, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROGRAM in part requires the providing of various medical assessment treatment services performable by a Physician's Assistant to INMATES and CHARGES. COUNTY does not possess the requisite available expertise to commit to the PROGRAM.
5. THEREFORE, COUNTY desires to enter into an agreement for the rendering of the above recited medical assessment treatment services through an independent contractor.
6. PROVIDER represents he is a State of California Certified Physician's Assistant possessing the requisite expertise to perform recited services, and has no suspensions or restrictions placed on said certificate or his providing of Physician's Assistant services by the State of California,

1 Physician's Assistant Examining Committee.

2 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in  
3 hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S  
4 promises contained hereinafter recited agreements, agree:

5 1. PROVIDER'S SERVICE OBLIGATIONS:

- 6 a. Take detailed health histories;
- 7 b. Does physical appraisals using the basic skills of observation,  
8 palpation, percussion, and auscultation;
- 9 c. Orders X-rays and laboratory tests;
- 10 d. Takes smears and cultures;
- 11 e. Draws blood for test purposes;
- 12 f. Evaluates test results;
- 13 g. Makes assessments and clinical judgments;
- 14 h. Gives immunizations;
- 15 i. Treats common and relatively stable illnesses, under written  
16 procedures;
- 17 j. Prescriptions:
  - 18 1) Recommends prescriptions to be approved by a licensed prescriber;
  - 19 2) Arranges to have all prescriptions possible filled at Yolo  
20 General Hospital Pharmacy;
  - 21 3) Arranges to pick up prescriptions as needed at Yolo General  
22 Hospital.
- 23 k. Conducts physical and psychological growth and development testing;
- 24 l. Gives health instructions to patients and families;
- 25 m. Counsels patients and families regarding total health needs;
- 26 n. Refers patients to physician when PROVIDER deems appropriate or  
27 when so required by protocols established with PROVIDER'S super-  
28 vising physician(s);



- o. Maintain patient health records;
- p. Keeps all jail medical program records in order and filed as needed;
- q. Examines patients in other health department clinics when scheduling permits;
- r. Performs other related tasks as mutually agreed upon by PROVIDER and COUNTY'S representatives;
- s. Provides scheduling and clinical supervision of assigned Licensed Vocational Nurses;
- t. Provides, during period of planned absence, suitable replacement approved by PROGRAM'S Physician and PROGRAM'S Administrator;
- u. Holds daily sick call; and
- v. Performs recited services in accordance with herein described standardized procedures and diagnosis and treatment protocols when performing services within the Jail or Juvenile Hall.

2. COUNTY'S SERVICE OBLIGATIONS:

- a. Provide to COUNTY'S Jails and Juvenile Hall duly licensed physicians to provide medical services and supervision and to be responsible for the quality of PROGRAM'S medical care.
- b. Designate hereinafter representatives for the purpose of performing the herein described functions.
- c. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

- a. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.
- b. COUNTY'S designated representatives for day to day operations are the physicians.

4. STANDARDIZED PROCEDURES: PROGRAM will provide a protocol, attached hereto as Exhibit "A", and incorporated herein by reference hereto, governing

1 the working relationship of PROGRAM'S Physicians, Physician's Assistant,  
2 Registered Nurse and Licensed Vocational Nurses. The protocol will be  
3 reviewed and modified from time to time by COUNTY'S herein designated  
4 representative after consultation with PROGRAM'S Physicians. If modified  
5 this agreement need not be amended for the modified procedure to be fully  
6 binding.

7 5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide standardized  
8 procedures for diagnosis and treatment, attached hereto as Exhibit "B"  
9 and incorporated herein by reference thereto, governing the diagnosis  
10 and treatment of patients. If modified this agreement need not be amend-  
11 ed for the modified protocol or standardized procedures to be fully bind-  
12 ing unless modified through operation of any other provision of this  
13 agreement.

14 6. HOURS OF OPERATION: Services hereunder are to be rendered Monday through  
15 Friday, eight hours each day with actual time schedule to be mutually  
16 agreement upon to fit the jail operation.

17 7. PAYMENT: COUNTY shall PROVIDER for services rendered hereunder, the sum  
18 of TWO THOUSAND TWO HUNDRED and FIFTY DOLLARS (\$2,250) per month as  
19 compensation for services rendered. Said payment shall be made by COUNTY  
20 to PROVIDER upon PROVIDER'S submission of a monthly claim to PROGRAM'S  
21 designated representative. Said claim shall be countersigned and ap-  
22 proved by the Director of Public Health of the COUNTY.

23 8. RELATIONSHIP OF PARTIES:

24 a. It is specifically understood and agreed that PROVIDER is an inde-  
25 pendent contractor and is not subject to the direction and control  
26 of COUNTY except as to final result. PROVIDER shall be solely liable  
27 and responsible to pay all required taxes and other obligations,  
28 including, but not limited, to applicable withholding and Social

Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

9. LIABILITY:

- a. Liability will be assessed in accordance with the common law.
- b. PROVIDER shall be included on COUNTY'S professional liability coverage as an added insured.

10. AMENDMENTS: The body of this agreement, together with exhibits attached hereto, fully expresses all understandings of the parties concerning matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement or their successors in office. It is specifically understood that COUNTY makes hereby no promises of employment to PROVIDER should an ordinance position be established and these duties allocated to it.
11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States Mail, postage prepaid, and addressed to PROVIDER or the Director of Public Health, as applicable, at the last known mailing address of either.
12. TERM: The term of this agreement shall commence on July 1, 1981 and be terminated June 30, 1982, unless terminated sooner by either party on thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

The undersigned Clerk of the Board of Supervisors certifies that pursuant to Section 25103 of the Government Code, delivery of this document has been made to the Chairman of the Board of Supervisors.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert W. Black  
CHAIRMAN OF THE BOARD OF SUPERVISORS

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS.

1 ATTEST:

2  
3 PETE E. LUCAS,  
4 Clerk of the Board

5 BY

Jamie C. Olson  
Deputy

6  
7 Steven Woodrum PS  
Steven Woodrum, Physician's Assistant

8  
9  
10  
11  
12  
13 APPROVED AS TO FORM

14 CHARLES R. MACK  
15 COUNTY COUNSEL

16 BY

Elizabeth A. Hall  
17 DEPUTY COUNTY COUNSEL

FILED

SEP 30 1981

AGREEMENT NO. 81-228

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY:                       
DEPUTY

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29 day of September 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Ann Allard, M.S., hereinafter called PROVIDER,

WITNESSETH:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Provider to which PROGRAM refers.
4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY's promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:
  - (A) PROVIDER will begin her services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a form copy of which is attached hereto as Exhibit A and incorporated herein by reference thereto.

- 1 (B) PROVIDER will file a "Mediation Counseling Report" as ordered by the  
2 Court, in the format set forth in Exhibit B, attached hereto and  
3 incorporated by reference thereto.
- 4 (C) PROVIDER will appear with the parties, only upon order of the COURT,  
5 at a designated time for the COURT's review of the "Mediation  
6 Counseling Report."
- 7 (D) PROVIDER will comply with Title VI and VII of the Civil Rights Act  
8 of 1964, and with the Constitution and applicable laws of the State  
9 of California in its procurement and employment practices and in the  
10 providing of services recited hereinabove.
- 11 (E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its  
12 officers, agents and employees from and against any and all claims,  
13 losses, liabilities, or damages, including attorney's fees arising  
14 out of or resulting from the performance of this agreement, caused  
15 in whole or in part by any negligent act or omission of PROVIDER or  
16 anyone directly or indirectly employed by PROVIDER regardless of  
17 whether or not it is caused in part by a party indemnified  
18 hereunder. PROVIDER shall purchase and maintain for the duration of  
19 this Agreement, Public and Malpractice liability insurance in the  
20 amount of at least \$100,000/\$300,000, specifically naming COUNTY as  
21 an insured party thereto for all purposes. Proof of insurance shall  
22 be provided to the Clerk of the Board of Supervisors. At all times  
23 during the performance of this agreement, PROVIDER will at its sole  
24 cost, maintain Worker's Compensation Insurance fully covering all  
25 employees of PROVIDER.
- 26 (F) PROVIDER will designate a representative within two weeks of the

1 execution of this agreement by written notice to the COURT, and  
2 shall notify COUNTY in the same manner of any changes in PROVIDER's  
3 representative.

4 (G) PROVIDER will supply proof of one of the following licenses to the  
5 Clerk of the Board of Supervisors:

- 6 (1) Licensed Marriage Counselor;  
7 (2) Licensed Clinical Social Worker; or  
8 (3) Other licenses as deemed appropriate by the COURT.

9 2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER'S promises  
10 contained in herein recited agreements, COUNTY agrees to:

11 (A) Review and coordinate all official forms and reports prepared in  
12 accordance with hereinabove recited agreement.

13 (B) Authorize payment to PROVIDER.

14 (C) COUNTY will give prompt attention to claim for payment submitted by  
15 PROVIDER.

16 (D) Referrals for Mediation Counseling will be made at the discretion of  
17 the COURT and there will be no obligation by the COUNTY as to number  
18 or frequency of referrals.

19 3. PAYMENT: In consideration of PROVIDER's promises contained in herein  
20 recited agreements, COUNTY agrees to:

21 (A) Make one payment of Fifteen Dollars (\$15.00) as a referral fee for  
22 completion of required forms on each case assigned by the COURT,  
23 plus Thirty Dollars (\$30.00) per one hour client sessions. Payment  
24 shall be made upon completion of mediation/counseling services after  
25 submission by PROVIDER of a claim. The claim shall contain a  
26 statement of the case, case name, and number of hours expended.



1 4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is  
2 an independent contractor and is not subject to the direction and control  
3 of COUNTY except as to submission of written reports as provided herein.  
4 PROVIDER shall be solely liable and responsible to pay all required taxes  
5 and other obligations, including, but not limited to, withholding Social  
6 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any  
7 liability which it may incur to the Federal or State government as a  
8 consequence of this contract.

9 5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this  
10 agreement, together with Exhibits attached hereto, fully expresses all  
11 understanding of the parties concerning all matters and shall  
12 constitute the total agreement. Unless otherwise expressly provided  
13 herein, no addition to, or alteration of, this agreement whether by  
14 written or verbal understanding of the parties, their officers, agents or  
15 employees, shall be valid unless made in the form of a written amendment  
16 to this agreement which is formally approved and executed by the parties.

17 6. TERM: This agreement shall commence July 1, 1981 and  
18 continue, unless terminated by either party on thirty (30) days written  
19 notice to the other.

20 / / /

21 / / /

22 / / /

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24 / / /

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26 / / /

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the  
2 day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY

Robert N. Blake  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

6  
7 ATTEST:

8 PETE E. LUCAS, CLERK  
9 BOARD OF SUPERVISORS

10 BY

Paula M. Cooper  
DEPUTY

11 (SEAL)

12 Ann Allred  
Counseling Agency Representative

13  
14 The undersigned Deputy Clerk  
15 of the Board of Supervisors  
16 certifies that pursuant to  
17 Section 25103 of the Govern-  
18 ment Code, delivery of this  
19 document has been made to the  
20 Chairman of the Board of  
21 Supervisors.

22 PETE E. LUCAS,  
23 CLERK OF THE BOARD  
24 OF SUPERVISORS

Paula M. Cooper  
Deputy

MEDIATION COUNSELING STIPULATION  
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

\_\_\_\_\_  
Petitioner

Case No. \_\_\_\_\_

\_\_\_\_\_  
Respondent

Stipulation Referring  
Family Law Disputes to  
Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court-appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.

AREAS OF DISPUTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Neither party shall depose the Counselor nor subpoena or otherwise require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

PETITIONER: Telephone \_\_\_\_\_

RESPONDENT: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Counseling Agency  
preferred by Parties:

It is ordered that the matter be set for mediation and that the report of the counselor shall be filed, and a copy provided to the attorneys on or before \_\_\_\_\_ 19\_\_\_\_.

Woodland, California

DISTRIBUTION:

Dated: \_\_\_\_\_, 19\_\_\_\_.

County Clerk - Original  
Superior Court - 1 copy  
Petitioner Attorney - 2 copies  
Respondent Attorney - 1 copy

\_\_\_\_\_  
FAMILY LAW JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

Petitioner \_\_\_\_\_

No. \_\_\_\_\_

Report on the Results of  
Mediation Counseling

Respondent \_\_\_\_\_

COUNSELOR'S NAME/AGENCY \_\_\_\_\_

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

NAME

RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If individual interviews were necessary, explain reasons and circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorization for above was received from COURT on \_\_\_\_/\_\_\_\_/\_\_\_\_.

LOCATION OF Mediation Sessions: \_\_\_\_\_

DATES of, PARTIES present, and LENGTH of the sessions:

| <u>DATE</u>       | <u>PARTIES PRESENT</u> | <u>LENGTH OF SESSION</u><br>(HR:MIN.) |
|-------------------|------------------------|---------------------------------------|
| 1. ____/____/____ | _____                  | ____:____                             |
| 2. ____/____/____ | _____                  | ____:____                             |
| 3. ____/____/____ | _____                  | ____:____                             |
| 4. ____/____/____ | _____                  | ____:____                             |
| 5. ____/____/____ | _____                  | ____:____                             |
| 6. ____/____/____ | _____                  | ____:____                             |

NOTES ON ABOVE:

TOTAL HOURS FOR MEDIATION COUNSELING: \_\_\_\_\_

FEE FOR MEDIATION COUNSELING: \_\_\_\_\_

\*ADD - REFERRAL FEE: \_\_\_\_\_

TOTAL FEE: \_\_\_\_\_

(Signed) \_\_\_\_\_

\$ 15.00

EXHIBIT B

Counselor \_\_\_\_\_

FILED

SEP 30 1981

PETEE LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY DEPUTY

AGREEMENT NO. 81-229

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29 day of September 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Family Counseling Services, Charles F. Bencken, M.A., hereinafter called PROVIDER,

WITNESSETH:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Provider to which PROGRAM refers.
4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY's promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:
  - (A) PROVIDER will begin his services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a form copy of which is attached hereto as Exhibit A and incorporated herein by reference thereto.

- 1 (B) PROVIDER will file a "Mediation Counseling Report" as ordered by the  
2 Court, in the format set forth in Exhibit B, attached hereto and  
3 incorporated by reference thereto.
- 4 (C) PROVIDER will appear with the parties, only upon order of the COURT,  
5 at a designated time for the COURT's review of the "Mediation  
6 Counseling Report."
- 7 (D) PROVIDER will comply with Title VI and VII of the Civil Rights Act  
8 of 1964, and with the Constitution and applicable laws of the State  
9 of California in its procurement and employment practices and in the  
10 providing of services recited hereinabove.
- 11 (E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its  
12 officers, agents and employees from and against any and all claims,  
13 losses, liabilities, or damages, including attorney's fees arising  
14 out of or resulting from the performance of this agreement, caused  
15 in whole or in part by any negligent act or omission of PROVIDER or  
16 anyone directly or indirectly employed by PROVIDER regardless of  
17 whether or not it is caused in part by a party indemnified  
18 hereunder. PROVIDER shall purchase and maintain for the duration of  
19 this Agreement, Public and Malpractice liability insurance in the  
20 amount of at least \$100,000/\$300,000, specifically naming COUNTY as  
21 an insured party thereto for all purposes. Proof of insurance shall  
22 be provided to the Clerk of the Board of Supervisors. At all times  
23 during the performance of this agreement, PROVIDER will at its sole  
24 cost, maintain Worker's Compensation Insurance fully covering all  
25 employees of PROVIDER.
- 26 (F) PROVIDER will designate a representative within two weeks of the

1 execution of this agreement by written notice to the COURT, and  
2 shall notify COUNTY in the same manner of any changes in PROVIDER's  
3 representative.

4 (G) PROVIDER will supply proof of one of the following licenses to the  
5 Clerk of the Board of Supervisors:

- 6 (1) Licensed Marriage Counselor;  
7 (2) Licensed Clinical Social Worker; or  
8 (3) Other licenses as deemed appropriate by the COURT.

9 2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER'S promises  
10 contained in herein recited agreements, COUNTY agrees to:

- 11 (A) Review and coordinate all official forms and reports prepared in  
12 accordance with hereinabove recited agreement.  
13 (B) Authorize payment to PROVIDER.  
14 (C) COUNTY will give prompt attention to claim for payment submitted by  
15 PROVIDER.  
16 (D) Referrals for Mediation Counseling will be made at the discretion of  
17 the COURT and there will be no obligation by the COUNTY as to number  
18 or frequency of referrals.

19 3. PAYMENT: In consideration of PROVIDER's promises contained in herein  
20 recited agreements, COUNTY agrees to:

- 21 (A) Make one payment of Fifteen Dollars (\$15.00) as a referral fee for  
22 completion of required forms on each case assigned by the COURT,  
23 plus Thirty Dollars (\$30.00) per one hour client sessions. Payment  
24 shall be made upon completion of mediation/counseling services after  
25 submission by PROVIDER of a claim. The claim shall contain a  
26 statement of the case, case name, and number of hours expended.



4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration of, this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence July 1, 1981 and continue, unless terminated by either party on thirty (30) days written notice to the other.

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///

///

///

///

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the  
2 day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert W. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK  
10 BOARD OF SUPERVISORS

11 BY James A. Allen  
12 DEPUTY

13 (SEAL)

14 The undersigned Deputy Clerk  
15 of the Board of Supervisors  
16 certifies that pursuant to  
17 Section 102 of the Govern-  
18 ment Code, delivery of this  
19 document has been made to the  
20 Chairman of the Board of  
21 Supervisors.

22 PETE E. LUCAS,  
23 CLERK OF THE BOARD  
24 OF SUPERVISORS

25 James A. Allen  
26 Deputy

Charles R. [Signature]  
Counseling Agency Representative

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

Petitioner \_\_\_\_\_

Respondent \_\_\_\_\_

Case No. \_\_\_\_\_

Stipulation Referring  
Family Law Disputes to  
Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court-appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.

AREAS OF DISPUTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Neither party shall depose the Counselor nor subpoena or otherwise Require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

Petitioner \_\_\_\_\_

Respondent \_\_\_\_\_

Attorney for Petitioner \_\_\_\_\_

Attorney for Respondent \_\_\_\_\_

PETITIONER: Telephone \_\_\_\_\_

RESPONDENT: Telephone: \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Counseling Agency  
preferred by Parties:

It is ordered that the matter be set for mediation and that the report of the counselor shall be filed, and a copy provided to the attorneys on or before \_\_\_\_\_ 19\_\_\_\_.

Woodland, California

DISTRIBUTION:

Dated: \_\_\_\_\_, 19\_\_\_\_.

County Clerk - Original  
Superior Court - 1 copy  
Petitioner Attorney - 2 copies  
Respondent Attorney - 1 copy

\_\_\_\_\_  
FAMILY LAW JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

Petitioner \_\_\_\_\_

No. \_\_\_\_\_  
Report on the Results of  
Mediation Counseling

Respondent \_\_\_\_\_

COUNSELOR'S NAME/AGENCY \_\_\_\_\_

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

|             |                                                  |
|-------------|--------------------------------------------------|
| <u>NAME</u> | <u>RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)</u> |
|-------------|--------------------------------------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

If individual interviews were necessary, explain reasons and circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorization for above was received from COURT on \_\_\_\_/\_\_\_\_/\_\_\_\_.

LOCATION OF Mediation Sessions: \_\_\_\_\_

DATES of, PARTIES present, and LENGTH of the sessions:

| <u>DATE</u>       | <u>PARTIES PRESENT</u> | <u>LENGTH OF SESSION</u><br>(HR:MIN.) |
|-------------------|------------------------|---------------------------------------|
| 1. ____/____/____ | _____                  | ____:____                             |
| 2. ____/____/____ | _____                  | ____:____                             |
| 3. ____/____/____ | _____                  | ____:____                             |
| 4. ____/____/____ | _____                  | ____:____                             |
| 5. ____/____/____ | _____                  | ____:____                             |
| 6. ____/____/____ | _____                  | ____:____                             |

NOTES ON ABOVE:

|                                             |          |
|---------------------------------------------|----------|
| TOTAL HOURS FOR MEDIATION COUNSELING: _____ | :        |
| FEE FOR RESOLUTION COUNSELING: _____        | :        |
| *ADD - REFERRAL FEE: _____                  | \$ 15.00 |
| TOTAL FEE: _____                            |          |

EXHIBIT B

(OVER)

(Signed) \_\_\_\_\_  
Counselor

FILED

SEP 30 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
DEPUTY

AGREEMENT NO. 81-23 0

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29 day of September 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and John E. Moren, M.A., hereinafter called PROVIDER,

WITNESSETH:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Provider to which PROGRAM refers.
4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY's promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:
  - (A) PROVIDER will begin his services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a form copy of which is attached hereto as Exhibit A and incorporated herein by reference thereto.

- 1 (B) PROVIDER will file a "Mediation Counseling Report" as ordered by the  
2 Court, in the format set forth in Exhibit B, attached hereto and  
3 incorporated by reference thereto.
- 4 (C) PROVIDER will appear with the parties, only upon order of the COURT,  
5 at a designated time for the COURT's review of the "Mediation  
6 Counseling Report."
- 7 (D) PROVIDER will comply with Title VI and VII of the Civil Rights Act  
8 of 1964, and with the Constitution and applicable laws of the State  
9 of California in its procurement and employment practices and in the  
10 providing of services recited hereinabove.
- 11 (E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its  
12 officers, agents and employees from and against any and all claims,  
13 losses, liabilities, or damages, including attorney's fees arising  
14 out of or resulting from the performance of this agreement, caused  
15 in whole or in part by any negligent act or omission of PROVIDER or  
16 anyone directly or indirectly employed by PROVIDER regardless of  
17 whether or not it is caused in part by a party indemnified  
18 hereunder. PROVIDER shall purchase and maintain for the duration of  
19 this Agreement, Public and Malpractice liability insurance in the  
20 amount of at least \$100,000/\$300,000, specifically naming COUNTY as  
21 an insured party thereto for all purposes. Proof of insurance shall  
22 be provided to the Clerk of the Board of Supervisors. At all times  
23 during the performance of this agreement, PROVIDER will at its sole  
24 cost, maintain Worker's Compensation Insurance fully covering all  
25 employees of PROVIDER.
- 26 (F) PROVIDER will designate a representative within two weeks of the

execution of this agreement by written notice to the COURT, and shall notify COUNTY in the same manner of any changes in PROVIDER's representative.

(G) PROVIDER will supply proof of one of the following licenses to the Clerk of the Board of Supervisors:

- (1) Licensed Marriage Counselor;
- (2) Licensed Clinical Social Worker; or
- (3) Other licenses as deemed appropriate by the COURT.

2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER'S promises contained in herein recited agreements, COUNTY agrees to:

- (A) Review and coordinate all official forms and reports prepared in accordance with hereinabove recited agreement.
- (B) Authorize payment to PROVIDER.
- (C) COUNTY will give prompt attention to claim for payment submitted by PROVIDER.
- (D) Referrals for Mediation Counseling will be made at the discretion of the COURT and there will be no obligation by the COUNTY as to number or frequency of referrals.

3. PAYMENT: In consideration of PROVIDER's promises contained in herein recited agreements, COUNTY agrees to:

- (A) Make one payment of Fifteen Dollars (\$15.00) as a referral fee for completion of required forms on each case assigned by the COURT, plus Thirty Dollars (\$30.00) per one hour client sessions. Payment shall be made upon completion of mediation/counseling services after submission by PROVIDER of a claim. The claim shall contain a statement of the case, case name, and number of hours expended.



- 1 4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is  
2 an independent contractor and is not subject to the direction and control  
3 of COUNTY except as to submission of written reports as provided herein.  
4 PROVIDER shall be solely liable and responsible to pay all required taxes  
5 and other obligations, including, but not limited to, withholding Social  
6 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any  
7 liability which it may incur to the Federal or State government as a  
8 consequence of this contract.
- 9 5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this  
10 agreement, together with Exhibits attached hereto, fully expresses all  
11 understanding of the parties concerning all matters covered and shall  
12 constitute the total agreement. Unless otherwise expressly provided  
13 herein, no addition to, or alteration of, this agreement whether by  
14 written or verbal understanding of the parties, their officers, agents or  
15 employees, shall be valid unless made in the form of a written amendment  
16 to this agreement which is formally approved and executed by the parties.
- 17 6. TERM: This agreement shall commence July 1, 1981 and  
18 continue, unless terminated by either party on thirty (30) days written  
19 notice to the other.

20 / / /

21 / / /

22 / / /

23 / / /

24 / / /

25 / / /

26 / / /

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the  
2 day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert M. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK  
10 BOARD OF SUPERVISORS

11 BY James C. Adam

12 DEPUTY

13 (SEAL)

14 John E. McArthur  
15 Counseling Agency Representative

16 The undersigned Deputy Clerk  
17 of the Board of Supervisors  
18 certifies that pursuant to  
19 Section 25100 of the Govern-  
20 ment Code, delivery of this  
21 document has been made to the  
22 Chairman of the Board of  
23 Supervisors.

24 PETE E. LUCAS,  
25 CLERK OF THE BOARD  
26 OF SUPERVISORS

James C. Adam  
Deputy

JOHN E. MCARTH, A.A.  
1701 Russell Blvd.  
Davis, CA 95616

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

Petitioner

Case No. \_\_\_\_\_

Respondent

Stipulation Referring  
Family Law Disputes to  
Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court-appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.

AREAS OF DISPUTE: \_\_\_\_\_

2. Neither party shall depose the Counselor nor subpoena or otherwise Require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

Petitioner

Respondent

Attorney for Petitioner

Attorney for Respondent

PETITIONER: Telephone \_\_\_\_\_

RESPONDENT: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Counseling Agency  
preferred by Parties:

It is ordered that the matter be set for mediation and that the report of the counselor shall be filed, and a copy provided to the attorneys on or before \_\_\_\_\_ 19\_\_.

Woodland, California

DISTRIBUTION:

Dated: \_\_\_\_\_, 19\_\_.

County Clerk - Original  
Superior Court - 1 copy  
Petitioner Attorney - 2 copies  
Respondent Attorney - 1 copy

FAMILY LAW JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

Petitioner \_\_\_\_\_

No. \_\_\_\_\_

Report on the Results of  
Mediation Counseling

Respondent \_\_\_\_\_

COUNSELOR'S NAME/AGENCY \_\_\_\_\_

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

NAME

RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)

If individual interviews were necessary, explain reasons and circumstances:

Authorization for above was received from COURT on \_\_\_\_/\_\_\_\_/\_\_\_\_.

LOCATION OF Mediation Sessions: \_\_\_\_\_

DATES of, PARTIES present, and LENGTH of the sessions:

| <u>DATE</u>       | <u>PARTIES PRESENT</u> | <u>LENGTH OF SESSION</u><br>(HR:MIN.) |
|-------------------|------------------------|---------------------------------------|
| 1. ____/____/____ | _____                  | ____:____                             |
| 2. ____/____/____ | _____                  | ____:____                             |
| 3. ____/____/____ | _____                  | ____:____                             |
| 4. ____/____/____ | _____                  | ____:____                             |
| 5. ____/____/____ | _____                  | ____:____                             |
| 6. ____/____/____ | _____                  | ____:____                             |

NOTES ON ABOVE:

TOTAL HOURS FOR MEDIATION COUNSELING: \_\_\_\_\_

FEE FOR MEDIATION COUNSELING: \_\_\_\_\_

\*ADD - REFERRAL FEE: \_\_\_\_\_

\$ 15.00

TOTAL FEE: \_\_\_\_\_

(Signed) \_\_\_\_\_

Counselor

EXHIBIT B

(OVER)

SEP 30 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY Maureen Casper  
DEPUTYAGREEMENT NO. 81-231

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29 day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Richard S. Chiolis, hereinafter called PROVIDER,

WITNESSETH:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Provider to which PROGRAM refers.
4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY's promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:
  - (A) PROVIDER will begin his services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a form copy of which is attached hereto as Exhibit A and incorporated herein by reference thereto.

- 1 (B) PROVIDER will file a "Mediation Counseling Report" as ordered by the  
2 Court, in the format set forth in Exhibit B, attached hereto and  
3 incorporated by reference thereto.
- 4 (C) PROVIDER will appear with the parties, only upon order of the COURT,  
5 at a designated time for the COURT's review of the "Mediation  
6 Counseling Report."
- 7 (D) PROVIDER will comply with Title VI and VII of the Civil Rights Act  
8 of 1964, and with the Constitution and applicable laws of the State  
9 of California in its procurement and employment practices and in the  
10 providing of services recited hereinabove.
- 11 (E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its  
12 officers, agents and employees from and against any and all claims,  
13 losses, liabilities, or damages, including attorney's fees arising  
14 out of or resulting from the performance of this agreement, caused  
15 in whole or in part by any negligent act or omission of PROVIDER or  
16 anyone directly or indirectly employed by PROVIDER regardless of  
17 whether or not it is caused in part by a party indemnified  
18 hereunder. PROVIDER shall purchase and maintain for the duration of  
19 this Agreement, Public and Malpractice liability insurance in the  
20 amount of at least \$100,000/\$300,000, specifically naming COUNTY as  
21 an insured party thereto for all purposes. Proof of insurance shall  
22 be provided to the Clerk of the Board of Supervisors. At all times  
23 during the performance of this agreement, PROVIDER will at its sole  
24 cost, maintain Worker's Compensation Insurance fully covering all  
25 employees of PROVIDER.
- 26 (F) PROVIDER will designate a representative within two weeks of the

1 execution of this agreement by written notice to the COURT, and  
2 shall notify COUNTY in the same manner of any changes in PROVIDER's  
3 representative.

4 (G) PROVIDER will supply proof of one of the following licenses to the  
5 Clerk of the Board of Supervisors:

6 (1) Licensed Marriage Counselor;

7 (2) Licensed Clinical Social Worker; or

8 (3) Other licenses as deemed appropriate by the COURT.

9 2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER'S promises  
10 contained in herein recited agreements, COUNTY agrees to:

11 (A) Review and coordinate all official forms and reports prepared in  
12 accordance with hereinabove recited agreement.

13 (B) Authorize payment to PROVIDER.

14 (C) COUNTY will give prompt attention to claim for payment submitted by  
15 PROVIDER.

16 (D) Referrals for Mediation Counseling will be made at the discretion of  
17 the COURT and there will be no obligation by the COUNTY as to number  
18 or frequency of referrals.

19 3. PAYMENT: In consideration of PROVIDER's promises contained in herein  
20 recited agreements, COUNTY agrees to:

21 (A) Make one payment of Fifteen Dollars (\$15.00) as a referral fee for  
22 completion of required forms on each case assigned by the COURT,  
23 plus Thirty Dollars (\$30.00) per one hour client sessions. Payment  
24 shall be made upon completion of mediation/counseling services after  
25 submission by PROVIDER of a claim. The claim shall contain a  
26 statement of the case, case name, and number of hours expended.



4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to submission of written reports as provided herein. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State government as a consequence of this contract.

5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or alteration of, this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.

6. TERM: This agreement shall commence July 1, 1981 and continue, unless terminated by either party on thirty (30) days written notice to the other.

///

///

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///

///

///

///

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the  
2 day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert M. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK  
10 BOARD OF SUPERVISORS

11 BY Paul M. Cooper  
12 DEPUTY

13 (SEAL)

14 Richard S. Whiles  
15 Counseling Agency Representative

16 The undersigned Deputy Clerk  
17 of the Board of Supervisors  
18 certifies that pursuant to  
19 Section 25103 of the Govern-  
20 ment Code, delivery of this  
21 document has been made to the  
22 Chairman of the Board of  
23 Supervisors.

24 PETE E. LUCAS,  
25 CLERK OF THE BOARD  
26 OF SUPERVISORS

Paul M. Cooper  
Deputy

MEDIATION COUNSELING STIPULATION  
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

Case No. \_\_\_\_\_

Stipulation Referring  
Family Law Disputes to  
Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court-appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.

AREAS OF DISPUTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Neither party shall depose the Counselor nor subpoena or otherwise Require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

PETITIONER: Telephone \_\_\_\_\_

RESPONDENT: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Counseling Agency  
preferred by Parties:

It is ordered that the matter be set for mediation and that the report of the counselor shall be filed, and a copy provided to the attorneys on or before \_\_\_\_\_ 19\_\_\_\_.

Woodland, California

DISTRIBUTION:

Dated: \_\_\_\_\_, 19\_\_\_\_.

County Clerk - Original

Superior Court - 1 copy

Petitioner Attorney - 2 copies

Respondent Attorney - 1 copy

\_\_\_\_\_  
FAMILY LAW JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

Petitioner \_\_\_\_\_

No. \_\_\_\_\_

Report on the Results of  
Mediation Counseling

Respondent \_\_\_\_\_

COUNSELOR'S NAME/AGENCY \_\_\_\_\_

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

| <u>NAME</u> | <u>RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)</u> |
|-------------|--------------------------------------------------|
| _____       | _____                                            |
| _____       | _____                                            |
| _____       | _____                                            |
| _____       | _____                                            |

If individual interviews were necessary, explain reasons and circumstances:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorization for above was received from COURT on \_\_\_\_/\_\_\_\_/\_\_\_\_.

LOCATION OF Mediation Sessions: \_\_\_\_\_

DATES of, PARTIES present, and LENGTH of the sessions:

| <u>DATE</u>       | <u>PARTIES PRESENT</u> | <u>LENGTH OF SESSION</u><br>(HR:MIN.) |
|-------------------|------------------------|---------------------------------------|
| 1. ____/____/____ | _____                  | ____:____                             |
| 2. ____/____/____ | _____                  | ____:____                             |
| 3. ____/____/____ | _____                  | ____:____                             |
| 4. ____/____/____ | _____                  | ____:____                             |
| 5. ____/____/____ | _____                  | ____:____                             |
| 6. ____/____/____ | _____                  | ____:____                             |

NOTES ON ABOVE:

TOTAL HOURS FOR MEDIATION COUNSELING: \_\_\_\_\_

FEE FOR MEDIATION COUNSELING: \_\_\_\_\_

\*ADD - REFERRAL FEE: \_\_\_\_\_

TOTAL FEE:  
(Signed) \_\_\_\_\_

\$ 15.00

EXHIBIT B

(over)

Counselor \_\_\_\_\_

SEP 30 1981

PETE ELLIOTT, Clerk of the  
BOARD OF SUPERVISORS  
BY: Peggy  
DEPUTYAGREEMENT NO. 81-232

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29 day of September 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Ronald Estep, hereinafter called PROVIDER,

## W I T N E S S E T H:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Provider to which PROGRAM refers.
4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY's promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:
  - (A) PROVIDER will begin his services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a form copy of which is attached hereto as Exhibit A and incorporated herein by reference thereto.

- 1 (B) PROVIDER will file a "Mediation Counseling Report" as ordered by the  
2 Court, in the format set forth in Exhibit B, attached hereto and  
3 incorporated by reference thereto.
- 4 (C) PROVIDER will appear with the parties, only upon order of the COURT,  
5 at a designated time for the COURT's review of the "Mediation  
6 Counseling Report."
- 7 (D) PROVIDER will comply with Title VI and VII of the Civil Rights Act  
8 of 1964, and with the Constitution and applicable laws of the State  
9 of California in its procurement and employment practices and in the  
10 providing of services recited hereinabove.
- 11 (E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its  
12 officers, agents and employees from and against any and all claims,  
13 losses, liabilities, or damages, including attorney's fees arising  
14 out of or resulting from the performance of this agreement, caused  
15 in whole or in part by any negligent act or omission of PROVIDER or  
16 anyone directly or indirectly employed by PROVIDER regardless of  
17 whether or not it is caused in part by a party indemnified  
18 hereunder. PROVIDER shall purchase and maintain for the duration of  
19 this Agreement, Public and Malpractice liability insurance in the  
20 amount of at least \$100,000/\$300,000, specifically naming COUNTY as  
21 an insured party thereto for all purposes. Proof of insurance shall  
22 be provided to the Clerk of the Board of Supervisors. At all times  
23 during the performance of this agreement, PROVIDER will at its sole  
24 cost, maintain Worker's Compensation Insurance fully covering all  
25 employees of PROVIDER.
- 26 (F) PROVIDER will designate a representative within two weeks of the

1 execution of this agreement by written notice to the COURT, and  
2 shall notify COUNTY in the same manner of any changes in PROVIDER's  
3 representative.

4 (G) PROVIDER will supply proof of one of the following licenses to the  
5 Clerk of the Board of Supervisors:

- 6 (1) Licensed Marriage Counselor;  
7 (2) Licensed Clinical Social Worker; or  
8 (3) Other licenses as deemed appropriate by the COURT.

9 2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER'S promises  
10 contained in herein recited agreements, COUNTY agrees to:

- 11 (A) Review and coordinate all official forms and reports prepared in  
12 accordance with hereinabove recited agreement.  
13 (B) Authorize payment to PROVIDER.  
14 (C) COUNTY will give prompt attention to claim for payment submitted by  
15 PROVIDER.  
16 (D) Referrals for Mediation Counseling will be made at the discretion of  
17 the COURT and there will be no obligation by the COUNTY as to number  
18 or frequency of referrals.

19 3. PAYMENT: In consideration of PROVIDER's promises contained in herein  
20 recited agreements, COUNTY agrees to:

- 21 (A) Make one payment of Fifteen Dollars (\$15.00) as a referral fee for  
22 completion of required forms on each case assigned by the COURT,  
23 plus Thirty Dollars (\$30.00) per one hour client sessions. Payment  
24 shall be made upon completion of mediation/counseling services after  
25 submission by PROVIDER of a claim. The claim shall contain a  
26 statement of the case, case name, and number of hours expended.



- 1 4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is  
2 an independent contractor and is not subject to the direction and control  
3 of COUNTY except as to submission of written reports as provided herein.  
4 PROVIDER shall be solely liable and responsible to pay all required taxes  
5 and other obligations, including, but not limited to, withholding Social  
6 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any  
7 liability which it may incur to the Federal or State government as a  
8 consequence of this contract.
- 9 5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this  
10 agreement, together with Exhibits attached hereto, fully expresses all  
11 understanding of the parties concerning all matters covered and shall  
12 constitute the total agreement. Unless otherwise expressly provided  
13 herein, no addition to, or alteration of, this agreement whether by  
14 written or verbal understanding of the parties, their officers, agents or  
15 employees, shall be valid unless made in the form of a written amendment  
16 to this agreement which is formally approved and executed by the parties.
- 17 6. TERM: This agreement shall commence July 1, 1981 and  
18 continue, unless terminated by either party on thirty (30) days written  
19 notice to the other.

20 / / /

21 / / /

22 / / /

23 / / /

24 / / /

25 / / /

26 / / /

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the  
2 day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert M. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK  
10 BOARD OF SUPERVISORS

11 BY Paula M. Cooper  
12 DEPUTY

13 (SEAL)

14 Ronald J. Eddy  
15 Counseling Agency Representative

16 the undersigned Deputy Clerk  
17 of the Board of Supervisors  
18 certifies that pursuant to  
19 Section 25103 of the Govern-  
20 ment Code, delivery of this  
21 document has been made to the  
22 Chairman of the Board of  
23 Supervisors.

24 PETE E. LUCAS,  
25 CLERK OF THE BOARD  
26 OF SUPERVISORS

Paula M. Cooper  
Deputy

Case No. \_\_\_\_\_

Petitioner \_\_\_\_\_

Respondent \_\_\_\_\_

Stipulation Referring  
Family Law Disputes  
Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court-appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.

AREAS OF DISPUTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Neither party shall depose the Counselor nor subpoena or otherwise require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

Petitioner \_\_\_\_\_

Respondent \_\_\_\_\_

Attorney for Petitioner \_\_\_\_\_

Attorney for Respondent \_\_\_\_\_

PETITIONER: Telephone \_\_\_\_\_

RESPONDENT: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Counseling Agency  
preferred by Parties:

It is ordered that the matter be set for mediation and that the report of the counselor shall be filed, and a copy provided to the attorneys on or before \_\_\_\_\_ 19\_\_\_\_.

Woodland, California

DISTRIBUTION:

Dated: \_\_\_\_\_, 19\_\_\_\_

County Clerk - Original  
Superior Court - 1 copy  
Petitioner Attorney - 2 copies  
Respondent Attorney - 1 copy

FAMILY LAW JUDGE

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

Petitioner \_\_\_\_\_

No. \_\_\_\_\_

Report on the Results of  
Mediation Counseling

Respondent \_\_\_\_\_

COUNSELOR'S NAME/AGENCY \_\_\_\_\_

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

NAME

RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)

If individual interviews were necessary, explain reasons and circumstances:

Authorization for above was received from COURT on \_\_\_\_/\_\_\_\_/\_\_\_\_.

LOCATION OF Mediation Sessions: \_\_\_\_\_

DATES of, PARTIES present, and LENGTH of the sessions:

| <u>DATE</u>       | <u>PARTIES PRESENT</u> | <u>LENGTH OF SESSION</u><br>(HR:MIN.) |
|-------------------|------------------------|---------------------------------------|
| 1. ____/____/____ | _____                  | ____:____                             |
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| 4. ____/____/____ | _____                  | ____:____                             |
| 5. ____/____/____ | _____                  | ____:____                             |
| 6. ____/____/____ | _____                  | ____:____                             |

NOTES ON ABOVE:

TOTAL HOURS FOR MEDIATION COUNSELING: \_\_\_\_\_

FEE FOR MEDIATION COUNSELING: \_\_\_\_\_

\*ADD - REFERRAL FEE: \_\_\_\_\_

TOTAL FEE: \_\_\_\_\_

(Signed) \_\_\_\_\_

\$ 15

FILED

SEP 30 1981

AGREEMENT NO. 81-233

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_ DEPUTY

(Agreement to Provide Mediation Counseling Services)

THIS AGREEMENT, made and entered into this 29 day of September, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo Family Service Agency, hereinafter called PROVIDER,

WITNESSETH:

RECITALS:

1. COUNTY wishes to establish a mediation counseling program in conjunction with the Superior Court Family Law Department, hereinafter together referred to as PROGRAM.
2. PROGRAM in the course of its regular functions refers parties to Community-Based Providers of mediation counseling.
3. PROVIDER is a Community-Based Provider to which PROGRAM refers.
4. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain referral services of a counseling and mediation nature.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY's promises contained in hereinafter recited agreements, PROVIDER agrees to provide mediation counseling services of a nature and quality consistent with professional standards and commensurate with the following provisions:
  - (A) PROVIDER will begin its services upon the COURT's determination that counseling should occur and upon receipt of a Court Order for mediation counseling, a form copy of which is attached hereto as Exhibit A and incorporated herein by reference thereto.

- 1 (B) PROVIDER will file a "Mediation Counseling Report" as ordered by the  
2 Court, in the format set forth in Exhibit B, attached hereto and  
3 incorporated by reference thereto.
- 4 (C) PROVIDER will appear with the parties, only upon order of the COURT,  
5 at a designated time for the COURT's review of the "Mediation  
6 Counseling Report."
- 7 (D) PROVIDER will comply with Title VI and VII of the Civil Rights Act  
8 of 1964, and with the Constitution and applicable laws of the State  
9 of California in its procurement and employment practices and in the  
10 providing of services recited hereinabove.
- 11 (E) PROVIDER agrees to defend, indemnify and hold harmless COUNTY, its  
12 officers, agents and employees from and against any and all claims,  
13 losses, liabilities, or damages, including attorney's fees arising  
14 out of or resulting from the performance of this agreement, caused  
15 in whole or in part by any negligent act or omission of PROVIDER or  
16 anyone directly or indirectly employed by PROVIDER regardless of  
17 whether or not it is caused in part by a party indemnified  
18 hereunder. PROVIDER shall purchase and maintain for the duration of  
19 this Agreement, Public and Malpractice liability insurance in the  
20 amount of at least \$100,000/\$300,000, specifically naming COUNTY as  
21 an insured party thereto for all purposes. Proof of insurance shall  
22 be provided to the Clerk of the Board of Supervisors. At all times  
23 during the performance of this agreement, PROVIDER will at its sole  
24 cost, maintain Worker's Compensation Insurance fully covering all  
25 employees of PROVIDER.
- 26 (F) PROVIDER will designate a representative within two weeks of the

1 execution of this agreement by written notice to the COURT, and  
2 shall notify COUNTY in the same manner of any changes in PROVIDER'S  
3 representative.

4 (G) PROVIDER will supply proof of one of the following licenses to the  
5 Clerk of the Board of Supervisors:

6 (1) Licensed Marriage Counselor;

7 (2) Licensed Clinical Social Worker; or

8 (3) Other licenses as deemed appropriate by the COURT.

9 2. COUNTY'S SERVICE OBLIGATIONS: In consideration of PROVIDER'S promises  
10 contained in herein recited agreements, COUNTY agrees to:

11 (A) Review and coordinate all official forms and reports prepared in  
12 accordance with hereinabove recited agreement.

13 (B) Authorize payment to PROVIDER.

14 (C) COUNTY will give prompt attention to claim for payment submitted by  
15 PROVIDER.

16 (D) Referrals for Mediation Counseling will be made at the discretion of  
17 the COURT and there will be no obligation by the COUNTY as to number  
18 or frequency of referrals.

19 3. PAYMENT: In consideration of PROVIDER's promises contained in herein  
20 recited agreements, COUNTY agrees to:

21 (A) Make one payment of Fifteen Dollars (\$15.00) as a referral fee for  
22 completion of required forms on each case assigned by the COURT,  
23 plus Thirty Dollars (\$30.00) per one hour client sessions. Payment  
24 shall be made upon completion of mediation/counseling services after  
25 submission by PROVIDER of a claim. The claim shall contain a  
26 statement of the case, case name, and number of hours expended.



1 4. RELATIONSHIP OF PARTIES: It is specifically understood that PROVIDER is  
2 an independent contractor and is not subject to the direction and control  
3 of COUNTY except as to submission of written reports as provided herein.  
4 PROVIDER shall be solely liable and responsible to pay all required taxes  
5 and other obligations, including, but not limited to, withholding Social  
6 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any  
7 liability which it may incur to the Federal or State government as a  
8 consequence of this contract.

9 5. AMENDMENTS: Unless otherwise expressly provided herein, the body of this  
10 agreement, together with Exhibits attached hereto, fully expresses all  
11 understanding of the parties concerning all matters covered and shall  
12 constitute the total agreement. Unless otherwise expressly provided  
13 herein, no addition to, or alteration of, this agreement whether by  
14 written or verbal understanding of the parties, their officers, agents or  
15 employees, shall be valid unless made in the form of a written amendment  
16 to this agreement which is formally approved and executed by the parties.

17 6. TERM: This agreement shall commence July 1, 1981 and  
18 continue, unless terminated by either party on thirty (30) days written  
19 notice to the other.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1 IN WITNESS WHEREOF, the parties have executed this agreement as of the  
2 day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert N. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS, CLERK  
10 BOARD OF SUPERVISORS

11 BY Juanita C. Adams  
12 DEPUTY

13 (SEAL)

14 The undersigned Deputy Clerk  
15 of the Board of Supervisors  
16 certifies that pursuant to  
17 Section 25105 of the Govern-  
18 ment Code, delivery of this  
19 document has been made to the  
20 Chairman of the Board of  
21 Supervisors.

22 PETE E. LUCAS,  
23 CLERK OF THE BOARD  
24 OF SUPERVISORS

25 Juanita C. Adams  
26 Deputy

Elizabeth L. Davis MFA  
Counseling Agency Representative

MEDIATION COUNSELING STIPULATION  
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

\_\_\_\_\_  
Petitioner  
\_\_\_\_\_  
Respondent  
\_\_\_\_\_

Case No. \_\_\_\_\_

Stipulation Referring  
Family Law Disputes to  
Mediation Counselor

IT IS HEREBY STIPULATED by the parties hereto:

1. The matter of dispute mediation is referred to a Court-appointed Mediation Counselor for the purpose of undertaking a MEDIATION COUNSELING PROGRAM.

AREAS OF DISPUTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Neither party shall depose the Counselor nor subpoena or otherwise Require the Counselor's presence in this Court or elsewhere, nor shall either party attempt to introduce any communications made to or from the Counselor into evidence in this Court or elsewhere.

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

PETITIONER: Telephone \_\_\_\_\_

RESPONDENT: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

ATTORNEY: Telephone \_\_\_\_\_

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Counseling Agency  
preferred by Parties:

It is ordered that the matter be set for mediation and that the report of the counselor shall be filed, and a copy provided to the attorneys on or before \_\_\_\_\_ 19\_\_\_\_.

Woodland, California

DISTRIBUTION:

Dated: \_\_\_\_\_, 19\_\_\_\_.

County Clerk - Original  
Superior Court - 1 copy  
Petitioner Attorney - 2 copies  
Respondent Attorney - 1 copy

\_\_\_\_\_  
FAMILY LAW JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF YOLO

(To be completed by Counselor after the last Mediation Counseling Session)

Regarding the Case of:

Petitioner \_\_\_\_\_

No. \_\_\_\_\_

Report on the Results of  
Mediation Counseling

Respondent \_\_\_\_\_

COUNSELOR'S NAME/AGENCY \_\_\_\_\_

PARTIES PRESENT AT AT LEAST ONE OF THE MEDIATION SESSIONS INCLUDED:

NAME

RELATION TO PARTIES (HUSBAND/WIFE/FRIEND)

If individual interviews were necessary, explain reasons and circumstances:

Authorization for above was received from COURT on \_\_\_\_/\_\_\_\_/\_\_\_\_.

LOCATION OF Mediation Sessions: \_\_\_\_\_

DATES of, PARTIES present, and LENGTH of the sessions:

| DATE              | PARTIES PRESENT | LENGTH OF SESSION<br>(HR:MIN.) |
|-------------------|-----------------|--------------------------------|
| 1. ____/____/____ | _____           | ____:____                      |
| 2. ____/____/____ | _____           | ____:____                      |
| 3. ____/____/____ | _____           | ____:____                      |
| 4. ____/____/____ | _____           | ____:____                      |
| 5. ____/____/____ | _____           | ____:____                      |
| 6. ____/____/____ | _____           | ____:____                      |

NOTES ON ABOVE:

TOTAL HOURS FOR MEDIATION COUNSELING: \_\_\_\_\_

FEE FOR MEDIATION COUNSELING: \_\_\_\_\_

\*ADD - REFERRAL FEE: \_\_\_\_\_

TOTAL FEE: \_\_\_\_\_

(Signed)

\$ 15.00

EXHIBIT B

(OVER)

Counselor

FILED

OCT 19 1981

AGREEMENT NO. 81-234

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]* DEPUTY

SUBLEASE

THIS SUBLEASE made this 29th day of September, 1981, between the County of Yolo, a political subdivision of the State of California (hereinafter called COUNTY), and Calgene Incorporated, a California corporation (hereinafter called SUBTENANT),

WITNESSETH:

RECITALS:

1. On September 30, 1980, COUNTY entered into Yolo County Agreement No. 80-296 (MASTER LEASE), with the Haussler Industrial Park (MASTER LANDLORD), a California general partnership. By that Agreement, COUNTY leased from MASTER LANDLORD certain premises situated in the City of Davis, County of Yolo, State of California, and described as follows:

An area comprising approximately 1,320 square feet located on a portion of the property described as the Haussler Industrial Park, located wholly within Yolo County Assessor's Parcel No. 32-570-47, said area being more commonly known as Suite D, 1910 5th Street, and which is more particularly described in "Exhibit A" of Yolo County Agreement No. 80-296.

2. Paragraph 2 of the MASTER LEASE specifies that: "The premises shall be used and occupied only for the purpose of County offices or any other office use reasonably related thereto."
3. COUNTY no longer requires use of the leased premises for the purpose of a County office, or other use reasonably related thereto.
4. COUNTY desires to sublease the abovementioned premises for the balance of the term remaining on the existing lease agreement.
5. Paragraph 17 of the MASTER LEASE specifies that the COUNTY, as tenant, shall not assign or sublease said premises without the written consent of

1 MASTER LANDLORD.

- 2 6. The fee title is in the name of Helene W. Bartig (as to a 1/2 interest)  
3 and Helene W. Bartig and the Bank of Stockton, Trustees under the will of  
4 Mabel H. Wilkens, deceased, (as to a 1/2 interest), hereinafter referred  
5 to as OWNER, the successor in interest to MASTER LANDLORD, the party  
6 identified as landlord in Agreement No. 80-296.  
7  
8 7. SUBTENANT, whose address is 1910 Fifth Street, Suite F, Davis, CA, 95616,  
has expressed in writing its interest in subleasing the premises.  
9  
10 8. COUNTY has provided written notification to OWNER's agent of COUNTY'S  
11 desire to sublease the premises for a term beginning on October 1, 1981,  
12 and continuing through the expiration date of the MASTER LEASE on  
13 September 30, 1982.  
14  
15 9. OWNER has granted written consent for COUNTY to enter into a sublease  
with SUBTENANT upon the understanding that all terms and conditions of  
the MASTER LEASE shall remain in full force and effect.

16 AGREEMENTS:

- 17 1. MASTER LEASE: This Sublease is subject to the provisions of Yolo County  
18 Agreement No. 80-296, dated September 30, 1980, hereinafter referred to  
19 as MASTER LEASE. COUNTY represents that this Sublease does not violate  
20 any provision of the MASTER LEASE, and that no provisions of this  
21 Sublease are in conflict with any provisions of the MASTER LEASE.  
22 If the MASTER LEASE terminates and this Sublease terminates as a result  
23 of such termination of the MASTER LEASE, the parties shall be released  
24 from all liabilities and obligations under this Sublease; except that, if  
25 this Sublease terminates as a result of COUNTY being in default of its  
26 obligation under the MASTER LEASE, COUNTY shall be liable to SUBTENANT

1 for all damages SUBTENANT has suffered as a result of the termination.

2 As long as SUBTENANT is not in default of any provision of this Sublease,  
3 OWNER shall be obligated to perform all of MASTER LANDLORD'S obligations  
4 under the MASTER LEASE, and during the term of this Sublease, SUBTENANT  
5 shall have quiet enjoyment of the premises.

- 6 2. USE: The premises shall be used and occupied only for the purpose of  
7 office, darkroom or any other lawful commercial use by SUBTENANT.

8 3. TERM OF LEASE AND OPTION TO EXTEND:

9 A. Term: The term of this Sublease shall commence on October 1, 1981,  
10 and expire on September 30, 1982.

11 B. Option to Extend Term:

12 COUNTY waives its right contained in the MASTER LEASE to extend the  
13 term of the MASTER LEASE; and, COUNTY does not transfer its right to  
14 extend the term to SUBTENANT.

- 15 4. RENT: SUBTENANT shall pay, as the minimum monthly rent, the sum of NINE  
16 HUNDRED SEVENTY TWO DOLLARS AND 00/100 (\$972.00) to OWNER on the first  
17 day of each month during the term of this Sublease commencing on  
18 October 1, 1981. The foregoing monthly rental rate includes SUBTENANT'S  
19 use of common areas and parking lots. SUBTENANT shall make payments to  
20 the order of Helene E. Bartig, and shall forward such payments to J.  
21 Michael Carney, 74 New Montgomery Street, Suite 102, San Francisco, CA,  
22 94105.

- 23 5. REAL PROPERTY TAXES: OWNER shall pay all real property taxes applicable  
24 to the premises; provided, however, that SUBTENANT shall pay, as  
25 additional rent, a proportion of all increases in real property taxes as  
26 specified in Paragraph 6 of the MASTER LEASE.



- 1 6. UTILITIES: In addition to the rent herein reserved, SUBTENANT agrees to  
2 furnish and pay promptly for all gas and electricity supplied to the  
3 demised premises. Further, SUBTENANT shall pay for sewer, water, and  
4 garbage disposal services provided for by OWNER which shall be billed to  
5 SUBTENANT by OWNER, or by OWNER's agent.
- 6 7. WAIVER OF SUBROGATION: OWNER, COUNTY and SUBTENANT release each other,  
7 and their respective authorized representatives, from any claims for  
8 damage to any person or to the premises and building and other  
9 improvements in which the premises are located, and to the fixtures,  
10 personal property, SUBTENANT's improvements, and alterations of OWNER,  
11 COUNTY, or SUBTENANT in or on the premises, the building, and other  
12 improvements in which the premises are located that are caused by or  
13 result from risks insured against under any insurance policies carried by  
14 the parties and in force at the time of any such damage.
- 15 Each party shall cause each insurance policy obtained by it to provide  
16 that the insurance company waives all right of recovery by way of  
17 subrogation against any party in connection with any damage covered by  
18 any policy. No party shall be liable to the others for any damage caused  
19 by fire or any of the risks insured against under any insurance policy  
20 required by this Sublease.
- 21 8. EXCULPATORY CLAUSE: SUBTENANT agrees to indemnify and save OWNER and  
22 COUNTY harmless from and against any and all claims arising from any act,  
23 omission, or negligence of SUBTENANT, or its respective contractors,  
24 licensees, agents, servants, or employees.
- 25 9. ASSIGNMENT AND SUBLETTING. Neither SUBTENANT nor COUNTY shall assign nor  
26 sublease the said premises, or any part thereof, without the written

1 consent of OWNER first had and obtained, and a consent to one assignment  
2 or subletting shall not be construed as a consent to any subsequent  
3 assignment or subletting.

4 10. DEFAULT:

5 A. Subtenant's Default: The occurrence of any of the following shall  
6 constitute a default by SUBTENANT:

- 7 1. Failure to pay rent when due, if the failure continues for five  
8 (5) days after notice has been given to SUBTENANT.
- 9 2. Abandonment and vacation of the premises (failure to occupy and  
10 operate the premises for ten (10) consecutive days shall be  
11 deemed an abandonment and vacation).
- 12 3. Failure to perform any other provision of this Sublease if the  
13 failure to perform is not cured within ten (10) days after  
14 notice has been given to SUBTENANT. If the default cannot  
15 reasonably be cured within ten (10) days, SUBTENANT shall not  
16 be in default of this lease if subtenant commences to cure the  
17 default within the ten (10) day period and diligently and in  
18 good faith continues to cure the default.

19 Notices given under this paragraph shall specify the alleged  
20 default and the applicable lease provisions, and shall demand  
21 that SUBTENANT perform the provisions of this Sublease or pay  
22 the rent that is in arrears, as the case may be, within the  
23 applicable period of time, or quit the premises. No such notice  
24 shall be deemed a forfeiture or a termination of this Sublease  
25 unless OWNER so elects and specifies in the notice.

26 B. OWNER's REMEDIES: If SUBTENANT commits a default for which OWNER

1 terminates SUBTENANT's right to possession of the premises, the  
2 terms and conditions of the MASTER LEASE shall resume in full force  
3 and effect on the date that SUBTENANT is deemed to be in default and  
4 has been enjoined to quit the premises. After SUBTENANT's default,  
5 COUNTY shall have the right to assign or sublet its interest in this  
6 lease, but COUNTY shall not be released from liability. OWNER's  
7 consent to a proposed assignment or subletting shall not be  
8 unreasonably withheld.

9 11. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF PARTIES:

10 A. Tenant and Landlord: The following enumerated paragraphs in the  
11 Master Lease which specify certain rights, obligations and  
12 responsibilities of the TENANT and LANDLORD shall, for the purposes  
13 of this Sublease, be interpreted as follows: those rights,  
14 obligations and responsibilities contained in the cited paragraphs  
15 of the MASTER LEASE as those of LANDLORD shall be binding on and  
16 inure to the benefit of OWNER, and those rights, obligations and  
17 responsibilities of TENANT shall be binding on and inure to the  
18 benefit of SUBTENANT: Paragraph 4, Holding Over; Paragraph 8,  
19 Maintenance; Paragraph 10, Alterations; Paragraph 13, Insurance;  
20 Paragraph 16, Destruction; Paragraph 19, Waiver; Paragraph 21,  
21 Landlord's Access; and Paragraph 23, Signs.

22 B. Tenant: The following enumerated paragraphs in the MASTER LEASE  
23 which specify certain rights, obligations and responsibilities that  
24 are solely those of the TENANT shall, for the purposes of this  
25 Sublease, be interpreted as follows: those rights, obligations, and  
26 responsibilities contained in the cited paragraphs of the MASTER

1 LEASE as those of TENANT shall be binding on and inure to the  
2 benefit of SUBTENANT: Paragraph 9, Glass; Paragraph 11, Waste;  
3 Paragraph 12, Tenant's Furnishings; Paragraphs 18, Conditional  
4 Limitations; and Paragraph 22, Ingress and Egress.

5 12. OTHER PROVISIONS. The provisions of Paragraphs 20, 25, 26 and 27 of the  
6 MASTER LEASE shall be applicable to and enforceable by the parties to this  
7 Sublease and such provisions are incorporated herein by reference as  
8 though set forth in full.

9 13. NOTICES: All notices required by this Agreement shall be in writing and  
10 shall be served by deposit in the U.S. Mail, postage prepaid, and  
11 addressed as follows:

12 OWNER:

13 Robert S. Brown, Inc.  
14 West Sacramento Port Center  
15 3006 Beacon Building, Suite B  
16 West Sacramento, CA 95691

17 SUBTENANT:

18 Norm Goldfarb, President  
19 Calgene, Inc.  
20 1910 5th Street, Suite F  
21 Davis, CA 95616

22 COUNTY:

23 County Administrative Officer  
24 Yolo County Courthouse  
25 725 Court Street, Room 206  
26 Woodland, CA 95695

27 / / /

28 / / /

29 / / /

30 / / /

1 IN WITNESS WHEREOF, the parties hereto have executed this Sublease on the  
2 day and year first above written.

3 COUNTY:

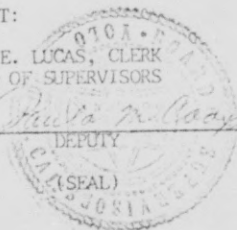
4 COUNTY OF YOLO, a political subdivision  
5 of the State of California

6 BY Robert W. Blum  
7 CHAIRMAN OF THE BOARD OF SUPERVISORS  
8 COUNTY OF YOLO, STATE OF CALIFORNIA

9 ATTEST:

10 PETE E. LUCAS, CLERK  
11 BOARD OF SUPERVISORS

12 BY Paula M. Cooper  
13 DEPUTY



14 The undersigned Deputy Clerk  
15 of the Board of Supervisors  
16 certifies that pursuant to  
17 Section 25103 of the Govern-  
18 ment Code, delivery of this  
19 document has been made to the  
20 Chairman of the Board of  
21 Supervisors.

22 PETE E. LUCAS,  
23 CLERK OF THE BOARD  
24 OF SUPERVISORS

25 Paula M. Cooper  
26 Deputy

OWNER: BANK OF STOCKTON, TRUSTEE

BY: B. E. Kranicz  
B. E. KRANICZ  
ASSISTANT TRUST OFFICER

OWNER: Helene W. Bartig *Indiv. Sec.*

BY: Helene W. Bartig

SUBTENANT:

CALGENE, INC.

BY: [Signature]  
V.P. Mkting. & F.T.

FILED

AGREEMENT NO. 81-235

SEP 30 1981

SECOND AMENDMENT TO PRINCIPAL  
AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_  
DEPUTY

THIS SECOND AMENDMENT to that certain Agreement dated the 21st day of September, 1976, between the SACRAMENTO REGIONAL TRANSIT DISTRICT, therein referred to as "RT" and the COUNTY OF YOLO, therein referred to as "COUNTY", as amended by the First Amendment to said Agreement executed on the 30th day of June, 1981, is hereby entered into this 29 day of September, 1981.

W I T N E S S E T H:

WHEREAS, by Agreement dated September 21, 1976, RT agreed to provide transportation services to the City of Davis in accordance with an established level of compensation; and,

WHEREAS, by an amendment to said agreement dated the 30th of June, 1981, the parties have changed the methodology by which service costs are allocated to the contract jurisdictions and changed the term of the Principal Agreement; and,

WHEREAS, both parties now desire to extend the term of the Principal Agreement through January 2nd, 1982.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

AMENDMENTS TO PRINCIPAL AGREEMENT DATED SEPTEMBER 21, 1976  
AS AMENDED BY FIRST AMENDMENT DATED JUNE 30, 1981:

1. Paragraph 1 "TERM" of the Principal Agreement as amended in the First Amendment is amended to read as follows:

"I. TERM: This Agreement shall commence on the 1st day of July, 1976, and shall terminate effective January 2, 1982, unless

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notice specifying the nature and level of service that is to be continued is given to RT in the manner provided by Paragraph "D" by October 1, 1981."

2. CONSIDERATION: All provisions of Principal Agreement and the First Amendment thereto relating to consideration shall remain in force and effect except that the new mileage and total compensation shall be as set forth in a new Exhibit I to be computed in accordance with the adopted cost allocation methodology.

3. The amendments herein provided shall be effective commencing September 6, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SACRAMENTO REGIONAL TRANSIT  
DISTRICT, a public corporation

By: Robert W. Nelson  
ROBERT W. NELSON, General  
Manager

By: Grantland L. Johnson  
GRANTLAND L. JOHNSON, Chairman

A T T E S T:

ROBERT W. NELSON, Secretary

By: Jamie Khan  
JAMIE KHAN, Assistant Secretary

APPROVED AS TO FORM:

By: John T. Ketelsen  
JOHN T. KETELSEN, Chief Legal  
Counsel - SACRAMENTO REGIONAL  
TRANSIT DISTRICT

COUNTY OF YOLO

By: Robert M. Black  
CHAIRMAN, BOARD OF SUPERVISORS,  
COUNTY OF YOLO, STATE OF CALIFORNIA  
SEE REVERSE

A T T E S T:

RETE E. LUCAS,  
Clerk of the Board of Supervisors

By: Jamie C. Dean  
Deputy

APPROVED AS TO FORM

By: Charles Mack  
CHARLES MACK, County Counsel



COUNTY OF YOLO

EXHIBIT I -- 1981 Service Contract

Pursuant to Paragraphs "B" and "E" of the Agreement for Public Transportation Service entered into on the 21st day of September, 1976, the following table hereby sets forth the level of service and associated costs agreed to by Regional Transit and the County of Yolo for the period July 1, 1981 thru January 2, 1982.

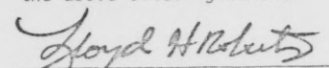
|                          |                    |                  |
|--------------------------|--------------------|------------------|
| <u>BUS LINES:</u>        | 40,41,42,43,44,45  |                  |
| <u>LEVEL OF SERVICE:</u> | 13,302 hours       | 271,269 miles    |
| <u>RATES:</u>            | \$23.346/hour      | \$1.4859/mile    |
| <u>OPERATING COST:</u>   | Combined Rate      | \$713,641        |
|                          | Depreciation       | 9,200            |
|                          | <b>TOTAL</b>       | <u>\$722,841</u> |
| <u>CREDITS:</u>          | Fares              | \$179,300        |
|                          | Local General Fund | 1,500            |
|                          | UMTA Section 5     | 70,682           |
|                          |                    | <u>\$251,482</u> |
| <u>NET COST:</u>         |                    | <u>\$471,359</u> |

Specifically, the net cost of operating lines 40, 41 and a portion of line 42 attributable to County of Yolo are:

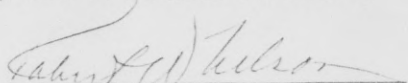
| Service Period           | Lines                     | Service Level            | Rates                        | Total Cost                          | Credits                                                                           | Net Cost         |
|--------------------------|---------------------------|--------------------------|------------------------------|-------------------------------------|-----------------------------------------------------------------------------------|------------------|
| 7/1/81<br>thru<br>1/2/82 | 40/41<br>Portion<br>of 42 | 4,152 hrs.<br>51,824 mi. | \$23.346/hr.<br>\$1.4859/mi. | \$173,933<br>\$ 73,289<br>\$ 4,200* | Fares:<br>\$94,700<br><br>Local Gen. Fund:<br>\$1,500<br>UMTA Sec. 5:<br>\$32,909 |                  |
|                          |                           |                          |                              | \$251,422                           | \$129,109                                                                         | <u>\$122,313</u> |

\*Depreciation expense on equipment purchased with local funds not attributable to Contract Jurisdictions.

Modifications to this service level shall be accomplished in the manner set forth in the above-cited Agreement.

  
 Director of Public Works,  
 County of Yolo

DATED:

  
 ROBERT W. NELSON, General Manager  
 Sacramento Regional Transit District  
 DATED:

THIS AGREEMENT, made and entered into this 15th day of October, 1981,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

AGREEMENT NO. **81-236****FILED**

TITLE OF OFFICER ACTING FOR STATE

Director

AGENCY

California Arts Council

NUMBER

AC - 1506

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

PETE E. LUCAS, CLERK OF THE BOARD

BY Robert N. Black  
CLERK

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State  
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor, hereinafter known as the "Local Partner and/or Grantee,"  
shall be paid a nonmatched block grant in the amount of \$12,000. The Local  
Partner shall expend said block grant in accordance with the "California Arts  
Council State/Local Partnership Program Guidelines: 1981-82" (the "1981-82  
Guidelines") in the form attached hereto and incorporated by reference herein,  
as set forth below:

Approved as to Form  
Date 11/1/81  
County Counsel of Yolo County  
Gentry

Local Partner shall (1) complete or cause to be completed the analysis  
of data gathered in the arts planning and programming process initiated under  
State/Local Partnership Program 1980-81 Guidelines; and (2) establish or cause  
to be established a grant reviewing mechanism with a methodology for receiving and  
allocating additional State/Local Partnership Program funds. Any block grant  
funds not needed for the accomplishment of these two requirements may be used for  
direct public arts programming upon written approval from the California Arts Council.

(The provisions on Page 2 and Page 3 hereof constitute a part  
of this agreement.)

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

## STATE OF CALIFORNIA

## CONTRACTOR

NAME  
California Arts CouncilCONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION)  
County of Yolo Agreement No. 81-236

AUTHORIZED SIGNATURES

BY (ENDORSED SIGNATURE)

Robert N. Black, Chairman

TITLE  
Yolo County Board of Supervisors

ADDRESS

725 Court Street, Woodland, CA 95695

CONTINUE ON 2 SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services  
Use ONLY

AMOUNT ENCUMBERED

\$ 12,000

APPROPRIATION

Grants,

FUNDS

General

UNENCUMBERED BALANCE

\$

PROJECTS, PROGRAMS

ITEM

826-011-001

CHAPTER

99

STATUTES

81

FISCAL YEAR

1981-82

ADD. INCREASING ENCUMBRANCE

\$

FUNCTION

State/Local Partnership Program

ADD. DECREASING ENCUMBRANCE

\$

LINE ITEM ALLOTMENT

6.0.55.4.55.18

I hereby certify upon my own personal knowledge that the funds  
are available for the period and purposes of the first and last dates above.

T.D.A. NO.

B.R. NO.

SIGNATURE OF APPROVING OFFICER

DATE

11/1/81

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209  
have been complied with and this document is exempt from review by the Department of Finance.

DIANE TACKLIFE

OCT 8 - 1981

Department of General Services  
APPROVED  
DEC 15 1981  
BY [Signature]  
Asst. Chief Counsel

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Deputy

MAILED TO THE BOARD

JAN - 6 1985

AFFADAVIT OF COUNCIL ACTION

THIS IS TO AFFIRM that at its regularly scheduled public meeting held in Eureka on August 14, 1981, the California Arts Council approved and adopted the 1981-82 State/Local Partnership Program Guidelines, as submitted by the State/Local Partnership Advisory Panel; and, in accordance with the 1981-82 budget (effective July 1, 1981), as signed by the Governor. In accordance with these guidelines, a \$12,000 block grant is awarded to all eligible Local Partners, as designated by the local county Boards of Supervisors, under the program.

September 2, 1981  
Date

William B. Cook  
William B. Cook, Director  
California Arts Council

OCT - 1 1981

AGREEMENT NO. 81-237

PETE E. LUCAS, CHAIRMAN OF THE  
BOARD OF SUPERVISORS PAULA M. COOPER

## RIVERBEND SHOPPING PLAZA LEASE

## PARTIES

DEPUTY

## PREMISES

## USE

## TERM

## RENT

1. THIS LEASE is made and entered into this 29th day of September, 1981, by and between G. W. WILLIAMS CO., a California corporation, hereinafter referred to as "LESSOR", and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "LESSEE".

2. WITNESSETH: That LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, those certain premises situated in the City of Broderick, County of Yolo, State of California, and described as follows:

An area consisting of approximately 10,853 square feet of floor area, more or less, within one of the buildings comprising Riverbend Shopping Plaza, and more commonly known and designated as 918, 922 and 924 Sacramento Avenue.

3. The premises are to be used as County Offices and other office uses reasonably related thereto, and for no other business or purpose, without the prior written consent of LESSOR.

4. This Lease shall commence one (1) day after the date of the filing of the Notice of Completion of the work of improvement shown on those certain plans and specifications prepared by Harold B. Turner, A.I.A., dated May 19, 1981, with Addenda thereto dated June 3 and June 4, 1981, entitled "District Office Remodel/Expansion for G. W. Williams Co." marked as Exhibit B, attached hereto and made a part hereof, and end on the 31st day of December, 1987, inclusive.

5. Rent shall be paid in lawful money of the United States of America, in advance, on the first (1st) day of each month at the office of LESSOR at the following address:

G. W. WILLIAMS CO.  
195 Glenn Way  
Belmont, CA 94002

or at such other place as LESSOR may designate in writing, free from all claims, demands or setoffs against LESSOR of any kind or character whatsoever. Monthly rent for any partial month shall be prorated.

The monthly rent shall be determined and paid as follows: The commencement date set forth in Paragraph 4, above, through December 31, 1982: \$7,340.00 per month.

January 1, 1983 through December 31, 1983: On January 1, 1983, the monthly rental of \$7,340.00 shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of October 1982 shall have increased over the said Price Index for the month of October 1981.

Thereafter, on each January 1st throughout the balance of the term hereof, the most recently established monthly rent shall be adjusted upward for each ensuing twelve (12) month period in the same percentage proportion that the aforementioned Consumer Price Index for the previous month of October shall have increased over the said Price Index for the month of October one (1) year antecedent.

CHANGES IN  
CONSUMER  
PRICE INDEX

6. If the aforementioned Consumer Price Index is discontinued or revised during the term hereof, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the said Consumer Price Index had not been so discontinued or revised.

HOLDING  
OVER

7. Any holding over by LESSEE after the expiration of this Lease or any extension thereto shall be deemed to be a tenancy from month to month under the same terms, covenants and conditions as specified herein, so far as applicable, with the exception of the monthly rent which shall be determined and paid as follows: On January 1, 1988, the monthly rental established on January 1, 1987, as set forth in Paragraph 5, hereinabove, shall be adjusted upward while LESSEE remains a holdover tenant in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of October 1987 shall have increased over the said Price Index for the month of October 1986.

LATE FEES

8. LESSEE covenants and agrees that in addition to the other sums that have become or will become due pursuant to the terms of this Lease, LESSEE shall pay to LESSOR, a late charge of \$120.00 as additional rent for each payment of rent or part thereof more than twenty (20) days in arrears.

UTILITIES

9. LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, sewer, water, telephone service and trash collection and for all connection charges, whether said services are billed to LESSEE directly by the utility or provided and paid for by LESSOR and billed to LESSEE for reimbursement of LESSEE'S proportionate share based upon documentation provided to LESSEE that such charges are properly allocable to LESSEE.

TAXES

10. During the term of this Lease, or any extension thereto, or during any holding over period, LESSEE, in addition to all other sums agreed to be paid hereunder shall pay to LESSOR a proportion of all increases in real property taxes assessed against the entire Riverbend Shopping Plaza (Yolo County Assessor's Parcel No. 10-320-23) over and above the real property taxes assessed against the said Riverbend Shopping Plaza for the tax year 1982-83. LESSEE'S proportion of said increased taxes shall be that percentage expressed in this paragraph, to-wit: 14.227%, which is calculated from that proportion which the net rentable area of LESSEE'S demised premises bears to the net rentable area of all buildings in the entire Riverbend Shopping Plaza which totals 76,287 square feet. Said proportionate increase which LESSEE is required to pay shall not include penalty, interest or other costs accruing by reason of LESSOR'S failure to pay said taxes when due, and LESSEE agrees to pay said proportion of said increased taxes within fifteen (15) days after presentation by LESSOR to LESSEE of tax bills or duplicates thereof. Further, LESSEE agrees to pay any and all taxes and assessments levied during any period described in this paragraph upon or against all furniture, fixtures, equipment and other personal property installed or located within the demised premises, or upon or against all alterations, additions or improvements of any nature, if made by LESSEE to the demised premises.

CONSTRUCTION  
OF OFFICES

11. Subsequent to the execution of this Lease by both parties, LESSOR shall proceed with all deliberate speed to perform the improvements referred to on those certain plans and specifications referred to in Paragraph 4, hereinabove, at LESSOR'S sole cost and expense; provided, however, that LESSOR, or its contractor, shall not be responsible for any delays at any time caused by change orders requested by LESSEE, strikes, lockouts, fire, delay in transportation, rain, unavailability of material or other reasonable cause; and provided further than any cost increases or decreases occasioned by change orders requested by LESSEE, shall cause the initial rental of \$7,340.00 referred to in Paragraph 5, above, to be adjusted upward or downward in

accordance with the same formula used to arrive at said initial rental and the rental for subsequent years shall also be adjusted based upon the revised initial rental amount.

SIGNS

12. LESSEE shall be granted sign identity as follows: The words: YOLO COUNTY, or other appropriate wording approved by LESSOR, shall be installed on the south side of the leased premises in an overhead sign module near the entry door to 922 Sacramento Avenue, with the precise location to be determined by LESSOR. The letters used shall conform with the existing tenant signs in the form of raised, white plastic letters, 9" high with an average width of 4 1/2" in accordance with the following specifications: Spanger Roman (opaque white); style - Standard Round-face. These letters shall be paid for and installed at LESSEE'S sole cost and the final sign product shall be approved by LESSOR.

RIDER

13. Exhibit "A" was attached hereto, made a part hereof and initialed by the parties prior to execution by LESSOR and LESSEE.

LESSEE'S  
EXECUTION

14. LESSEE is aware that the rental referred to in Paragraph 5, above, is based upon construction cost quotations which will expire if not accepted by October 10, 1981. Accordingly, this Lease shall be null and void if LESSEE fails to execute it and to communicate such acceptance to LESSOR prior to October 7, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in duplicate, the day and year first above written.

LESSEE:

COUNTY OF YOLO, a political  
subdivision of the State of  
California.

By: Robert M. Clark  
Chairman of the Board of  
Supervisors

PETE E. LUCAS, Clerk of the  
ATTEST: Board of Supervisors

By: Paula M. Cooper

(SEAL)

LESSOR:

G. W. WILLIAMS CO.

By: George W. Williams III  
George W. Williams III,  
President

APPROVED AS TO FORM:

CHARLES MACK, County Counsel

By: Charles Mack

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Paula M. Cooper  
Deputy



EXHIBIT "A"

Attached to and made part of that certain Lease Agreement by and between G. W. WILLIAMS CO., LESSOR, and COUNTY OF YOLO, LESSEE, dated:

INITIAL  
CWB  
CPL

COVENANTS

- A. It is mutually agreed that the letting hereunder is upon and subject to each and all of the terms, covenants and conditions described in the aforementioned Lease and further subject to the following additional terms, covenants and conditions, and LESSEE covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions by it to be kept or performed, and that this Lease is made upon the condition of such performance.

INSURANCE

- B. Prior to the commencement of the term of this Lease, LESSEE shall procure and maintain in full force and effect at all times during the term hereof or any extension hereto, or during any holdover period, bodily injury liability insurance, and property damage insurance insuring the first \$1 million of liability. All policies shall insure against all liability for injury or death to any person or persons or damage to property arising during the term of Lease, and all of said liability insurance shall specifically insure the performance by LESSEE of the indemnity agreement contained in Paragraph J, hereinbelow. LESSEE shall upon the commencement of the term of this Lease deliver to LESSOR the certificate or certificates of an insurance carrier or carriers showing the existence of such insurance, and such certificate or certificates shall contain a provision that the insurance coverage will not be cancelled nor the principal amount thereof reduced, without thirty (30) days prior written notice thereof, to LESSOR, by Certified Mail or personal service. At least thirty (30) days prior to the expiration of any such insurance policy or policies, a certificate or certificates showing that such insurance coverage has been renewed or extended shall be delivered to LESSOR. All of the insurance provided for under this paragraph and all renewals thereof shall be issued by such good, responsible and standard companies as are normally used by LESSEE, or shall be provided by LESSEE'S self-insurance fund administered by the Yolo County Public Agency Risk Management Insurance Authority. Upon the issuance, each such policy or duplicate or certificate thereof shall be delivered to LESSOR for retention by it.

DELIVERY OF POSSESSION

- C. In the event of the inability of LESSOR to deliver possession of the premises at the time of the commencement of the term of this Lease, neither LESSOR nor its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event LESSEE shall not be liable for any rent until such time as LESSOR can deliver possession.

NOTICE OF SURRENDER

- D. LESSEE shall, at least one hundred twenty (120) days before the last day of the term hereof, or any extension thereto, give to LESSOR a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of LESSOR to any holding over by LESSEE.

SURRENDER OF PREMISES

- E. LESSEE agrees to surrender the premises at the termination of the tenancy herein created in the same condition as herein agreed they have been received, reasonable use and wear thereof and damage by the Act of God or by the elements excepted. Upon the surrender of the premises, either at the expiration of the term or otherwise, LESSEE agrees to remove all rubbish from the premises, and if not so removed by LESSEE, LESSOR may have the same removed at LESSEE'S expense.

ENTRY AND  
INSPECTION

F. LESSEE will permit LESSOR and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the physical condition of same, or for the purpose of protecting owner's reversion, or to make minor alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to LESSEE for any loss of occupancy or quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned; provided, however, that if LESSOR intends to make repairs or alterations which could reasonably be expected to disturb the quiet enjoyment of the occupants of the premises, LESSOR shall first notify LESSEE of such intention to make such repairs or alterations and will make a reasonable effort to coordinate its work schedule so as to minimize any such disturbances. In all other circumstances, this paragraph shall be governed by the provisions of Paragraph I, below. LESSEE shall permit LESSOR at any time within one hundred twenty (120) days prior to the expiration of this Lease, or during any period while LESSEE is in default, to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

USES

G. The premises shall not be used except for the purposes specified in Paragraph 3 of the Lease Agreement. LESSEE shall, at all times during the term hereof, or any extensions thereto or during any holdover period, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, and LESSEE agrees at all times during the term hereof to continue the operation of LESSEE'S business on the premises. LESSEE shall not do or permit anything to be done in or about the premises, or sell, bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated, or which in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted, or promulgated by any public authority, or allow any sales by auction upon the said premises, or use, or allow the premises to be used, for any improper, immoral, unlawful or objectionable purpose, or place any loads upon the floor, walls or ceilings which endanger the structure, or obstruct the sidewalks or passageways in front of, within or adjacent to the premises, or commit, or suffer to be committed, any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises are located, or which may disturb the quiet enjoyment of any person or persons, whether in or out of said building, or which may disturb the quiet enjoyment of Riverbend Shopping Plaza. Without limiting the generality of the foregoing, LESSEE will not commit or create, or suffer to be committed or created, upon the said premises any nuisance due to the emanation of obnoxious odors, gas, noise, smoke or vibration; and no materials, supplies, products or any substance delivered to or from or used in connection with the said premises or the conduct of said business shall be stored or allowed to accumulate on the sidewalks, public passageways and public parking areas, and all loading and unloading of said items shall be done without hindrance or obstruction to other tenants or to the public.

REPAIRS

H. LESSEE has examined and inspected and knows the condition of the premises and every part thereof, and has received same in good order and repair and, subject to the proper completion of the improvements referred to in Paragraph 11, above, accepts the same in their present condition. LESSEE at LESSEE'S sole cost and expense, shall maintain the premises, and every part thereof, in as good order and repair as when received, reasonable use and wear thereof and damage by Act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein including without limitation plumbing, heating and air conditioning installations, electrical wiring and toilet facilities including the lavatories and water closets, and LESSEE shall be responsible for the proper operating condition of said lavatories, water faucets, water closets, flushing mechanisms and other appurtenances within the demised premises. Any clogging or stoppage of the sewer line or the water closets which occurs within the demised premises shall be corrected and repaired by LESSEE at LESSEE'S sole cost, or by LESSOR at LESSOR'S sole cost and expense, if

clogging or stoppage occurs outside the demised premises. LESSEE at LESSEE'S sole cost and expense shall service the heating and air conditioning units which serve the demised premises on a quarterly or more frequent basis. Further, LESSEE waives the benefits of the provisions of subsection 1 of Section 1932 and of Sections 1941 and 1942 of the Civil Code of California and all right to make repairs at the expense of LESSOR provided within Section 1942 of that Code.

LESSEE agrees to replace immediately, at LESSEE'S cost and expense, all plate glass windows and skylights broken or destroyed by accident or act of third parties or by LESSEE'S agents or employees. In the event any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, based solely upon LESSEE'S particular use or occupancy, either voluntarily by LESSEE or under the provision of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of LESSEE, and only with the written consent of LESSOR first obtained by LESSEE, which consent shall not be unreasonably withheld; and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the premises, except removable furniture and trade fixtures shall become part of the realty and be the property of LESSOR, at LESSOR'S option, and shall remain upon and be surrendered with the premises. LESSEE in making any alterations, additions or repairs in or to the said premises, or any part thereof at any time during the term of this Lease shall save the LESSOR harmless from any liability therefor or in connection therewith; and in connection with the making of such alterations, additions or repairs, LESSEE shall post such notices of non-responsibility as required by law and which will protect the LESSOR from responsibility for said alterations, additions or repairs, and as well protect said premises from liens for work performed or materials furnished in connection with the said alterations, additions or repairs. In the event that LESSEE employs any person or persons to make said alterations, repairs or additions, in or to said premises or any part thereof, LESSEE shall fully insure all such employees under the terms and as required by the Workmen's Compensation Act and as required by all other laws of the State of California.

LESSEE shall be named as a third party beneficiary under LESSOR'S contract to perform the improvements referred to in Paragraphs 4 and 11, above, and any and all guarantees or warranties shall also inure to the benefit of LESSEE. Accordingly, subsequent to LESSEE'S acceptance and occupancy of the premises if any repairs are required to be made pursuant to this Lease, LESSOR shall seek any remedies it may have against its contractor prior to making demand on LESSEE to make the necessary repairs.

LESSEE further agrees that it shall not bring, maintain or keep dogs, cats or other animals upon, in front of, within or adjacent to the demised premises nor permit same by others entering the premises by permission of the LESSEE. Any violation of this provision or failure of performance of the agreements in this paragraph on the part of LESSEE to be kept and performed shall be deemed a material breach of this Lease.

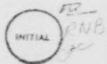
DESTRUCTION  
OF PREMISES

1. If, by fire, flood, explosion, earthquake, public enemy, riot, civil commotion, or Act of God, the premises during the term shall be:

- (1) Destroyed, this Lease shall cease and terminate.
- (2) Damaged in excess of forty (40) percent, this Lease, at the option of LESSEE or LESSOR, to be exercised by notice to the other party in writing, shall cease and terminate;

(In the event of either such termination this Lease shall be of no further force or effect, except for rents due or covenants broken, and LESSEE within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

- (3) Damaged to an extent less than forty (40) percent (or in excess of forty (40) percent and neither LESSEE nor LESSOR shall exercise its option to terminate this Lease), LESSOR shall repair the premises with due diligence, and this Lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been



completed. The reduction in rental shall be based upon the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) percent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) percent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) percent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by LESSOR and one by LESSEE. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then the decision of the third arbitrator alone shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parties and his decision shall be final. All appointments, decisions and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this Lease, and LESSEE waives the benefit of such provisions.

HOLD  
HARMLESS

J. Unless the negligence of LESSOR or LESSOR'S agents be proven, the LESSOR shall not be liable to LESSEE or to any other person or persons whomsoever for any injury or death to persons or damage to property occurring in or upon the demised premises or the sidewalks or curbs adjacent thereto from any source or for any reason whatsoever, and without limiting the generality of the foregoing whether caused by water leakage of any character from the roof, sidewalks or any other portion of the premises or whether caused or occasioned by theft, fire, wind, earthquake, riot, act of war, act of God, or the bursting, leaking or overflow of water or waste pipes, tanks, drains, or from electricity, gas or gasoline, oil chemicals, combustibles and explosion or from any cause whatsoever; the LESSEE agrees to exercise all reasonable and necessary care and diligence in the use of demised premises and all activities conducted thereon and will protect, indemnify and save the LESSOR harmless from any liability to any person or persons for bodily injury or death or for damage to or destruction of property arising in or about the building or said premises or any part thereof, or in or about the sidewalks and curbs adjacent thereto or in and about the entrances to and exits from said premises, whether said liability shall be due to or caused by the act, neglect, fault or omission of any duty with respect to the same by LESSEE, or to the act, neglect, fault or omission of any duty with respect to the same by any of LESSEE'S employees, sub-tenants, guests, patrons, visitors, members of the public or any other person.

SUB-  
SIDEWALK  
AREA

K. The area, if any, directly under sidewalks or driveways included in the premises shall be subject to all prior rights and easements of the County wherein situated, and any tax or rental which may be here-

after imposed by the County for the use or occupancy of such area shall be borne and paid by LESSEE, in addition to the rental herein reserved. In the event that LESSEE shall be ousted by such County from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this Lease nor be held to be an eviction by LESSOR, but this Lease shall continue in full force and effect.

EXCLUSIVE  
RESERVATIONS

- L. LESSOR reserves unto itself the exclusive right to the roof, and to all exterior walls of the premises, and access thereto, and shall maintain the same and keep them in a good and safe condition, and LESSEE agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside of said walls or on the roof, of the premises, nor on the outside or inside of the glass windows or doors, without the written consent of LESSOR. Any signs so placed on the premises shall be so placed upon the understanding and agreement that LESSEE will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by LESSEE then LESSOR may have same so removed at LESSEE'S expense. Any violation of or non-compliance with this provision shall be deemed a material breach of this Lease.

During the term hereby created and any renewals or extensions thereto, the LESSOR reserves to itself, its successors and assigns, the exclusive right to all of the parking area in the shopping center of which the demised premises is a part, and without limiting the foregoing generality, LESSOR further reserves to itself, its successors and assigns, the exclusive right to all sidewalks, driveways, pedestrian malls, ingress to and egress from said parking facilities, light standards and all other common areas in the shopping center which are intended for the use and convenience by the general public.

Further, subject to appropriate governmental approval, LESSOR reserves to itself, its successors and assigns, the exclusive right to increase or decrease the number of parking stalls, construct buildings or other structures in or upon the said parking area, relocate entrances to and exits from the said parking area, repair, reconstruct or replace sidewalks, driveways, pedestrian malls, common areas, light standards, and generally do any and all of those things in the areas designated in this Paragraph which LESSOR, in its sole discretion deems to be necessary or desirable, and LESSEE hereby expressly consents to the exclusive rights reserved to LESSOR herein and agrees to save LESSOR harmless from damages resulting from LESSEE'S loss in business arising out of any acts of LESSOR in or upon said parking area and other designated areas, and LESSEE further agrees that the estate granted herein does not pass with it an implied easement, in favor of LESSEE, for parking for the general public or for access to LESSEE'S business, or an implied easement of exposure of LESSEE'S demised premises to the parking area or public roads, or an implied easement of any nature in said parking area and other areas designated herein; provided, however, that LESSEE shall be entitled to use the number of parking spaces provided by the Yolo County Zoning Code, based upon LESSEE'S use but without regard to particular parking space locations.

All of said areas and rights exclusively reserved unto LESSOR in this Paragraph shall also be subject to all prior rights and easements of the County and State wherein said areas are situated, and shall also be subject to all rules, regulations, ordinances and laws which may hereafter be enacted by the County, State or Federal Government or any Agency thereof; and any tax, rental surcharge or other imposition assessed or placed upon LESSOR by any of the said governmental authorities in connection with the said areas or the use thereof shall be borne ratably and paid by LESSEE in addition to the rental herein reserved. LESSEE'S ratable share of any such tax, rental, surcharge or other imposition shall be determined by the same proportion which the net rentable area of LESSEE'S demised premises bears to the net rentable area of all buildings in the Riverbend Shopping Plaza.

PARKING  
SPACE  
SURCHARGES

DEFAULT  
AND  
RE-ENTRY

CONDEMNATION

NON-WAIVER  
OF BREACH

- M. In the event a charge, surcharge, tax, levy or imposition of any nature, hereinafter referred to as "imposition", is imposed upon the LESSOR by the United States Government or any agency thereof, the State of California, its agencies or political sub-divisions, for the use of vehicular parking spaces used in connection with the demised premises or parking spaces allocable to LESSEE for LESSEE'S non-exclusive use, then in that event, LESSEE agrees to reimburse LESSOR, as additional rent hereunder, LESSEE'S proportionate share, based on square footage leased, of the amount of any such imposition which LESSOR is required to pay. Said reimbursements shall be paid on the next rental due date after notification by LESSOR to LESSEE of the amount of said imposition.
- N. LESSEE agrees that should LESSEE fail to pay any part of the rental herein reserved or any other sum required by LESSEE to be paid to LESSOR, or should LESSEE default in the performance of any other covenant or condition on LESSEE'S part herein contained to be kept and performed, LESSOR shall have the right to (1) terminate this Lease and LESSEE'S right to possession of the demised premises, in which event, upon such termination, LESSOR shall have the right to recover from LESSEE (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination, plus interest at the rate of twelve (12) percent per annum; (b) the worth at the time of award of the amount by which the unpaid rent, which would have been earned after termination until the time of award, exceeds the amount of such rental loss that the LESSEE proves could have been reasonably avoided; plus interest at the rate of twelve (12) percent per annum; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided; and (d) any other amount necessary to compensate the LESSOR for all the detriment proximately caused by the LESSEE'S failure to perform LESSEE'S obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; or (2) have this Lease continue in effect for so long as the LESSOR does not terminate this Lease and the LESSEE'S right to possession of the demised premises, in which event the LESSOR shall have the right to enforce all of LESSOR'S rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. The foregoing remedies of LESSOR shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or as allowed elsewhere in this Lease.
- O. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation, but in such event LESSOR shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If all of the demised premises be taken or condemned so that there does not remain a portion susceptible for occupation hereunder this Lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned all compensation awarded upon such condemnation or taking shall go to the LESSOR and LESSEE shall have no claim thereto, whether such compensation is for land taken or damaged, or for any inherent bonus or other value of the Lease itself or any interest in Real Property said Lease creates. LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages to which LESSEE may become entitled during the term by reason of the condemnation of all or a part of the demised premises.
- P. LESSOR'S failure to take advantage of any default or breach of covenant on the part of LESSEE shall not be nor be construed as a waiver thereof, nor shall any custom or practice which may grow up between



the parties in the course of administering this instrument, be construed to waive or to lessen the right of LESSOR to insist upon the performance by LESSEE of any term, covenant or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

ATTORNEY'S  
FEES & COSTS

Q. In the event of any litigation arising out of this Agreement, the prevailing party as determined by Court, shall be entitled to recover against the other party, its reasonable attorney's fees and costs incurred in the litigation.

NOTICES

R. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid, and addressed to LESSOR at its office and to LESSEE at the premises, whether or not LESSEE has departed from abandoned or vacated the premises.

ASSIGNMENT &  
SUBLETTING

S. LESSEE may assign this Lease or an interest therein or may also sublet the whole of said premises for the use permitted hereby to an assignee or sublessee, as the case may be, of good moral character and of sound financial responsibility provided the written consent of LESSOR to any such assignment or subletting is first obtained by LESSEE. If, during the term of this Lease, LESSEE requests the written consent of LESSOR to any such assignment or subletting, LESSOR'S consent thereto shall not be unreasonably withheld. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting and any such subsequent assignment or subletting without LESSOR'S consent, which shall not be unreasonably withheld, shall be void and shall at LESSOR'S option terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to LESSEE'S interest by operation of law without the written consent of LESSOR, which consent shall not be unreasonably withheld.

TERMS  
DEFINED

T. The words "LESSOR" and "LESSEE" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one LESSOR or LESSEE the obligations hereunder imposed upon LESSOR or LESSEE shall be joint and several.

ENTIRE  
AGREEMENT

U. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings either oral or written, between LESSOR and LESSEE other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by them.

SUB-  
ORDINATION  
OF LEASE

V. LESSEE agrees that this Lease and all rights hereunder is subordinate to the lien of any existing or future mortgage, Deed of Trust or other voluntary hypothecation arising out of any security instrument duly executed by LESSOR and charged against the land, the demised premises, and the building or any portions thereof which the demised premises are a part.

HEIRS  
AND ASSIGNS

W. Subject to the provisions hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties.

TIME

X. Time is of the essence of this Lease.

INITIAL



FILED

OCT 2 1981

AGREEMENT NO. 81-238

PETE E. LOOAS, Clerk of the  
BOARD OF SUPERVISORS  
BY C. J. [Signature]  
DEPUTY

(Agreement for Defense of Indigent  
Persons in Conflict of Interest Cases)

THIS AGREEMENT, made and entered into this 29th day of  
September, 1981, by and between the COUNTY OF YOLO, a  
political subdivision of the State of California (hereinafter  
referred to as "COUNTY"), and TONEY & TRIVELLINI, attorneys-  
at-law, 211 Court Street, Woodland, California 95695,  
(hereinafter referred to as "ATTORNEYS"),

W I T N E S S E T H:

WHEREAS, persons charged with the commission of a crime  
have a right to be represented by counsel; and

WHEREAS, Section 987 of the Penal Code provides that a  
defendant, if he desires counsel and is unable to employ counsel,  
will be assigned counsel by the court; and

WHEREAS, Section 987.2(a) of the Penal Code provides that  
in a case where the court finds that because of a conflict of  
interest the Public Defender has properly refused to represent  
the person accused, the court shall assign private counsel who  
shall receive a reasonable sum for compensation and necessary  
expenses; and

WHEREAS, Section 987.2(b) of the Penal Code provides that  
the sum provided for in 987.2(a) of the Penal Code may be  
determined by contract; and

WHEREAS, the courts have the statutory responsibility to  
ensure the representation of indigent persons by competent and

1 reasonably compensated counsel; and

2 WHEREAS, it is in the interest of efficiency that COUNTY  
3 employ private counsel to render the usual customary legal  
4 services of the Public Defender when said Public Defender is  
5 unable to provide representation because of conflicts of inter-  
6 est.

7 NOW, THEREFORE, for and in consideration of the reciprocal  
8 covenants hereinafter contained and provided, it is agreed as  
9 follows:

10 1. LEGAL STAFF. ATTORNEYS agree to provide, at their own  
11 expense, necessary and adequate legal staff to provide adequate  
12 legal defense to any defendant to whom the court assigns private  
13 counsel. Such assignments shall be limited to those defendants  
14 who the Public Defender would normally represent, but who he has  
15 properly refused to represent because of conflict of interest.  
16 Said staff shall consist of such attorneys, investigators,  
17 interpreters, clerks, and any and all secretarial services as are  
18 necessary fully to discharge in a professional manner all  
19 obligations herein assumed by ATTORNEYS. ATTORNEYS represent and  
20 warrant that at all times their personnel shall be competent and  
21 that all services rendered will be sufficient to meet all  
22 constitutional requirements relating to legal services for indi-  
23 gents.

24 2. NATURE OF SERVICES. Subject to the provisions of  
25 Paragraph 14, the services to be provided by ATTORNEYS shall  
26 cover all criminal defense matters and other matters before the

1 Municipal and Superior Courts in Yolo County for which the Public  
2 Defender is or may be appointed by law as of the date of the  
3 execution of this agreement, including, but not necessarily  
4 limited to, juvenile, misdemeanor, major and minor felony cases  
5 and conservatorships, appeals to the Appellate Department of the  
6 Superior Court, habeas corpus and other extraordinary writ  
7 proceedings. In all cases where the court has ordered venue  
8 changed from Yolo County, services and costs will not be included  
9 within this contract after the order changing venue. Services and  
10 costs prior to the order changing venue will be included.  
11 ATTORNEYS shall also be responsible for financial screening of  
12 clients as directed by the courts and COUNTY.

13 3. AVAILABILITY. ATTORNEYS shall be available to clients  
14 at such reasonable times and places so that clients who reside  
15 outside of the area of the ATTORNEY'S office will not have to  
16 travel unreasonable distances and create an undue hardship on  
17 clients. ATTORNEYS shall maintain a principal office or offices  
18 within Yolo County at the sole expense of ATTORNEYS which shall  
19 be open at reasonable times so as not to create an undue hardship  
20 on clients.

21 4. INDEPENDENT CONTRACTORS. ATTORNEYS shall be deemed to  
22 be independent contractors and under no circumstances shall they,  
23 or their employees, agents and servants be deemed to be  
24 employees, servants, or agents of the County of Yolo. ATTORNEYS  
25 shall be solely liable and responsible to pay all required taxes  
26 and other obligations, including, but not limited to, withholding

1 and Social Security. ATTORNEYS agree to indemnify and hold COUNTY  
2 harmless from any liability which it may incur to the federal or  
3 state government as a consequence of this contract.

4 5. MANAGING ATTORNEY. ATTORNEYS shall designate in  
5 writing a managing attorney who shall be authorized to speak and  
6 act for ATTORNEYS with respect to this contract and its perfor-  
7 mance.

8 6. ATTORNEY LIST. Before any attorney other than those  
9 shown in Exhibit "A" appears or represents a client on an  
10 evidentiary matter, prior approval of the COUNTY is required and  
11 COUNTY may require submission of a brief biographical sketch  
12 setting forth the attorney's professional qualifications and  
13 experience. ATTORNEYS reserve the right to hire, at their sole  
14 expense, qualified attorneys as needed to handle routine matters  
15 not including the taking of evidence. COUNTY reserves the right  
16 to terminate this contract should any of the attorneys shown in  
17 Exhibit "A" or who have the approval of the COUNTY to represent  
18 indigent clients withdraw from service under this agreement  
19 without prior approval by COUNTY.

20 7. QUARTERLY REPORTS. ATTORNEYS shall provide COUNTY  
21 with a quarterly report on cases handled. The report shall  
22 include a listing of each case, by case or matter number, under  
23 appropriate crime classifications, and indicate the time spent by  
24 ATTORNEYS on each case. In addition, quarterly reports shall  
25 contain such statistics as are required to be kept by the County  
26 Administrative Officer.

1           8.    LIABILITY. ATTORNEYS shall indemnify and hold harm-  
2 less the COUNTY, its officers and employees from any and all  
3 claims, demands, actions, liability or loss which may arise or be  
4 incurred as a result of any and all referrals, assignments,  
5 appointments, and other activities engaged in by ATTORNEYS in the  
6 performance of this contract including, but not limited to,  
7 malpractice.

8           9.    INSURANCE. During the term of any contract with the  
9 COUNTY, the ATTORNEYS will at all times maintain at their expense  
10 the following:

- 11           (a) Workers' Compensation liability insurance;
- 12           (b) Comprehensive general liability insurance  
13 naming COUNTY, its Board of Supervisors, offi-  
14 cers and employees as additional insured. Com-  
15 prehensive general liability insurance would  
16 not be less than ONE-HUNDRED-THOUSAND  
17 (\$100,000) DOLLARS per person and THREE-HUN-  
18 DRED-THOUSAND (\$300,000) DOLLARS per accident,  
19 for bodily injury, and TWENTY-FIVE-THOUSAND  
20 (\$25,000) DOLLARS for property damage.

21           In addition, participating ATTORNEYS  
22 shall obtain and maintain, in the minimum  
23 amount of ONE-HUNDRED-THOUSAND (\$100,000) DOL-  
24 LARS per claim and THREE-HUNDRED-THOUSAND  
25 (\$300,000) DOLLARS aggregate, a policy of  
26 insurance covering errors and omissions.

1 ATTORNEYS guarantee COUNTY at least ten (10) days  
2 written notice prior to cancellation or change of terms of any  
3 insurance required by this contract.

4 10. FILES AND RECORDS. ATTORNEYS shall maintain in their  
5 possession for at least ten (10) years following completion of  
6 the case all files and records. ATTORNEYS' time records shall be  
7 kept showing case or matter numbers to which they pertain and  
8 they shall be available for inspection by COUNTY or the courts at  
9 all reasonable times.

10 11. COMPENSATION. COUNTY shall pay ATTORNEYS for above  
11 services rendered the sum of \$ 118,000.00 for the two (2) years  
12 beginning November 1, 1981, and terminating October 31, 1983.  
13 Said compensation shall be paid by the Auditor-Controller in  
14 twenty-four (24) equal payments of \$ 4,916.66, with the first  
15 payment beginning November 31, 1981, and subsequent payments on  
16 the last day of the month for services rendered during each month  
17 thereafter until termination of contract. Nothing in this para-  
18 graph shall be construed to preclude the court from providing  
19 compensation over the contract payments pursuant to Sections 730,  
20 731, 732, 750, 751, 752, and 753 of the California Evidence Code  
21 pertaining to expert witnesses and interpreters and Section 987.9  
22 of the California Penal Code pertaining to payment of investiga-  
23 tors and experts in capital cases.

24 12. TERM. The term of this agreement shall be two (2)  
25 years beginning November 1, 1981, and terminating October 31,  
26 1983. ATTORNEYS agree to handle, to completion, all cases

1 assigned to ATTORNEYS during the term of this agreement. A case  
2 shall be deemed completed when it has proceeded to judgment in  
3 the trial court through the filing of any notice of appeal deemed  
4 requisite by ATTORNEYS.

5 13. TERMINATION. COUNTY may terminate this contract upon  
6 ninety (90) days' notice in writing to ATTORNEYS.

7 14. CONFLICTS. It is acknowledged by COUNTY that in cases  
8 involving more than two defendants, ATTORNEYS may not be avail-  
9 able to represent all defendants because of Canons of Profes-  
10 sional Ethics relating to conflicts of interest, and in such  
11 event, ATTORNEYS are required to provide services for only the  
12 defendant or defendants which ATTORNEYS may properly represent  
13 under said Canons of Professional Ethics.

14 15. NON-DISCRIMINATION.

15 (a) ATTORNEYS agree to comply with Title VI and VII of  
16 the Civil Rights Act of 1964, with Section 122(a) of  
17 the Revenue Sharing Act, with 31 CFR Sections 51.50  
18 to 51.62 and with the Constitution and applicable  
19 laws of the State of California.

20 (b) ATTORNEYS agree and warrant that they will not,  
21 directly or through contractual or other arrange-  
22 ments, on the grounds of race, color, national  
23 origin, or sex:

24 (1) Deny any service or other benefits provided  
25 subject to this agreement.

26 (2) Provide any service or other benefit which is



different, or provided in a different form from that provided to others.

(3) Subject any person to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit.

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) perpetuating the results of past discriminatory practices.

(c) defeating or substantially impairing accomplishment of objectives of the program or activity with respect to

1 individuals of a particular race, color,  
2 national origin, or sex, age, handicap,  
3 or religion.

4 (8) Make a selection of sites or locations for  
5 facilities operated pursuant to this agreement  
6 which has the effect of:

7 (a) Excluding individuals from such facilities.  
8

9 (b) Denying the individuals the benefits of  
10 such facilities.

11 (c) Subjecting individuals using the facilities  
12 to discrimination.

13 IN WITNESS WHEREOF, the parties hereto have executed this  
14 agreement the day and year first above written.

15 COUNTY OF YOLO, a political sub-  
16 division of the State of California

17 By: Robert M. Clark  
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

20 PETE E. LUCAS,  
21 CLERK OF THE BOARD OF SUPERVISORS

22 By: Pete E. Lucas  
23 Deputy

24 (SEAL)

25 / / /

26 / / /

27 / / /

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Pete E. Lucas  
Deputy

ATTORNEYS:

*Stoney*

*Gianni Rivellini*

*J. H. H. H.*

*W. H. H. H.*

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OCT 8 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]*  
DEPUTYAGREEMENT NO. 81-239(Agreement Amending Agreement No. 80-244,  
Regarding Clarksburg Branch Library Lease)

THIS AGREEMENT, made and entered this 6th day of  
October, 1981, by and between the FRIENDS OF THE CLARKS-  
BURG PUBLIC LIBRARY, Clarksburg, California, a non-profit Cali-  
fornia corporation, (hereinafter called "LESSORS"), and the  
COUNTY OF YOLO, a political subdivision of the State of Califor-  
nia, (hereinafter called "LESSEE"),

W I T N E S S E T H:

RECITALS:

1. On August 19, 1980, LESSOR and LESSEE entered into Agree-  
ment No. 80-244, a lease by the Friends of the Clarksburg Public  
Library, Lessor, to the County of Yolo, Lessee, of premises for  
the accommodation of the Clarksburg Public Library.

2. The parties hereto mutually desire to amend the section of  
said lease dealing with gardening and janitorial services, and,  
as amended, to ratify and confirm Agreement No. 80-244.

AGREEMENTS:

1. Paragraph No. 5(d) of Agreement No. 80-244 hereby is  
amended as follows:

(d) Gardening and Janitorial Services: LESSEE  
shall reimburse LESSOR for the reasonable  
cost of all gardening and janitorial ser-  
vices provided to the library portion of the premises.  
Lessor shall provide such services and quarterly

1 shall submit a claim to LESSEE for LESSOR'S  
2 actual cost to provide gardening and jani-  
3 torial services to the library portion of the premises.  
4 Such claim shall be in a form as required by LESSEE,  
5 and after approval by LESSEE, LESSOR shall  
6 be reimbursed for such costs.

7 2. In all other respects, Agreement No. 80-244 hereby is  
8 ratified and affirmed by the parties.

9 IN WITNESS WHEREOF, the parties hereto have executed this  
10 agreement on the date first above written.

COUNTY OF YOLO, a political sub-  
division of the State of California

11 By: Pete E. Lucas  
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 ATTEST:

15 PETE E. LUCAS,  
16 CLERK OF THE BOARD OF SUPERVISORS

17 By: [Signature]  
18 (SEAL) DEPUTY

19 FRIENDS OF THE CLARKSBURG PUBLIC  
20 LIBRARY, CLARKSBURG, CALIFORNIA,  
21 "LESSOR"

22 By: [Signature] president

23 [Signature] member

(CORPORATE SEAL)

24 TITLE: The undersigned Deputy Clerk  
25 of the Board of Supervisors  
26 certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

[Signature]  
Deputy

- 2 -

OCT 8 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY \_\_\_\_\_ DEPUTYAGREEMENT NO. 81-240

(Lease for Sheriff's Department Firing Range)

THIS AGREEMENT, made and entered into this 6th day of October, 1981, by and between WESLEY and CAROL REIFF, hereinafter referred to as "LICENSOR", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "LICENSEE",

W I T N E S S E T H :

RECITALS:

1. LICENSEE desires to obtain a license for the Yolo County Sheriff's Department (hereinafter "Department") to use the property described hereinbelow for the purpose of a firearms practice range for the practice and proficiency training of Department's sworn personnel, on the terms and conditions specified herein.
2. LICENSOR herein is willing to license such use by department on the terms and conditions specified herein.
3. On June 3, 1981, the Yolo County Planning Commission adopted a mitigated negative declaration of environmental impact concerning such uses, approved a use permit to allow such uses subject to certain terms and conditions and declared such uses to be permitted by use permit in the Agricultural Preserve zone, and consistent with the Yolo County General Plan.
4. The purpose of this agreement is to set forth the agreement of the parties regarding such uses in conformity with all conditions of said use permit.

1 AGREEMENTS:

2 1. LICENSOR hereby grants a non-exclusive license to use the  
3 property described hereinbelow, and LICENSEE accepts such  
4 license, for the purposes and on the terms and conditions set  
5 forth hereinbelow.

6 2. The subject property consists of a portion of the property  
7 owned by LICENSOR located southwest of the intersection of County  
8 Roads 14-A and 94, known as Assessor's Parcel No. 55-20005, shown  
9 on the map and photograph attached hereto as Exhibit "A" and  
10 generally described as the embankment and borrow pit depicted on  
11 Exhibit "A" and so much land to the northeast of said embankment  
12 as is necessary to provide a firing range with all necessary  
13 equipment and appurtenances, along with a license for access and  
14 egress on the existing private access road.

15 3. Consideration. The sole and exclusive consideration of this  
16 license shall be the sum of ONE (\$1.00) DOLLAR per year, payable  
17 on the date of execution of this license and annually thereafter,  
18 and other terms and conditions of this license agreement.

19 4. Use. This property is to be used as a firearms practice  
20 range by sworn members of the Yolo County Sheriff's Department,  
21 and all uses reasonably related thereto and customarily associ-  
22 ated with a Sheriff's Department firing range.

23 Such use shall occur no more than four (4) "times" per  
24 year. For purposes of this agreement, each "time" shall be  
25 construed to mean use by the Department for not to exceed seven  
26 (7) consecutive days.



1       The department may install and maintain, at the depart-  
2       ment's sole cost and expense, all equipment and facilities needed  
3       to use the property for the purposes set forth herein, and may  
4       remove such installations at any time.

5       5.     Term. The term of this agreement shall commence on the date  
6       of execution, and shall remain in full force and effect until  
7       terminated by either party.

8       Either party may terminate this agreement by providing the  
9       other party thirty (30) days' written notice of the intent to  
10      terminate. Upon receipt of such notice and the expiration of said  
11      thirty (30) days, the agreement shall be terminated and shall be  
12      of no further force and effect whatsoever.

13      All notices and other correspondence from LICENSOR to  
14      LICENSEE shall be delivered to the Yolo County Sheriff.

15      6.     INDEMNITY. LICENSEE shall indemnify to the maximum sum of  
16      FIVE-HUNDRED-THOUSAND (\$500,000) DOLLARS, and defend LICENSOR  
17      from any and all claims, or judgments entered thereon, which  
18      allege injury or death to any person, or damage to property, due  
19      to the negligence in use, or act or omission of any officers,  
20      agents, or employees of the LICENSEE in making use of the  
21      licensed premises pursuant to this agreement.

22      7.     This agreement constitutes the full agreement of the  
23      parties and supersedes all other agreements and discussions. This  
24      agreement may not be modified without the express written consent  
25      of Wesley and Carol Reiff, on behalf of LICENSOR and the Yolo  
26      County Board of Supervisors on behalf of LICENSEE.

1 IN WITNESS WHEREOF, the parties hereto have executed this  
2 agreement on the day and year first above written.

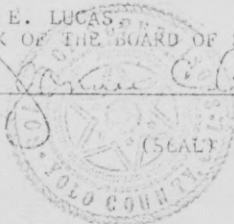
3 COUNTY OF YOLO, a political  
4 subdivision of the State of California

5 By: Robert N. Black  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS  
7 COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETE E. LUCAS,  
10 CLERK OF THE BOARD OF SUPERVISORS

11 By: James C. Delan  
12 Deputy



The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairmen of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

James C. Delan  
Deputy

14 LICENSOR:

15 Wesley Reiff  
16 WESLEY REIFF

17 Carol Reiff  
18 CAROL REIFF

FILED

AGREEMENT NO. 81-241

OCT 8 1981

PETERE LUCAS, Clerk of the  
BOARD OF SUPERVISORS

BY DEPUTY

(Lease Agreement for the Use of Real Property  
by the County of Yolo)

- 2 This lease is made this 6th day of October, 1981 by  
3 and between the COUNTY OF YOLO, a political subdivision of the  
4 State of California, hereinafter "Tenant" and MARY B. SIMMONS,  
5 hereinafter, "Landlord".  
6 Agreements:  
7 1. PREMISES Landlord leases to tenant and tenant hires from land-  
8 lord that certain real property commonly known as 424 Third Street,  
9 Davis, California and more particularly described as follows:  
10 Approximately 2,640 square feet, more or less, of that  
11 building situate on the Southeast corner of Fourth and  
12 D Streets in the City of Davis and more particularly  
13 described as Lot 1 and the North one-half (1/2) of Lot  
2, Block 2, Range "B" as shown on the map of Davisville,  
filed for record in the Office of the County Recorder  
of the County of Yolo, on November 24, 1968, in Book  
"H" of Deeds at Page 242.  
14 2. USE The premises are to be used as a courthouse and related  
15 offices and for no other business or purpose, without prior written  
16 consent of landlord.  
17 3. TERM The term of this lease shall be five (5) years, commencing  
18 on October 1, 1981 and ending September 30, 1986.  
19 4. RENT Rent shall be paid monthly in advance on the first day of  
20 each month. Rent shall be paid on the following schedule.

| 21 | <u>Term</u>        | <u>Amount/Sq. Ft.</u> | <u>Rent Amount</u> |
|----|--------------------|-----------------------|--------------------|
| 22 | 10-1-81 to 9-30-82 | \$ .70                | \$1,848.00         |
| 23 | 10-1-82 to 9-30-83 | \$ .756               | \$1,995.84         |
| 24 | 10-1-83 to 9-30-84 | \$ .816               | \$2,154.24         |
| 25 | 10-1-84 to 9-30-85 | \$ .8817              | \$2,327.69         |
| 26 | 10-1-85 to 9-30-86 | \$ .952               | \$2,513.28         |

1 Said rent shall be paid in advance on the first day of each month,  
2 commencing on the date the term commences, and continuing during the  
3 term. Monthly rent for any partial month shall be pro rated at  
4 the rate of 1/30th of the minimum monthly rent per day. The rent  
5 payable within each month of the term of this lease shall become  
6 due and payable only in consideration of the right to possess,  
7 occupy, and use the premises and improvements thereon during that  
8 month.

9 5. INCREASES IN REAL ESTATE TAXES Tenant, in addition to all  
10 other sums agreed to be paid by it under this lease, shall pay to  
11 landlord upon its demand an amount equal to 68.75% of all ad valorem  
12 property taxes which shall, during the period of this lease be  
13 levied on the premises of which the demised premises are a part in  
14 excess of the amount of all ad valorem property taxes levied on the  
15 premises for the fiscal year ending June 30, 1981.

16 6. MAINTENANCE/ALTERATIONS

17 A. Landlord agrees to maintain and repair the exterior walls,  
18 any repairs involving the physical integrity of the building, major  
19 repairs to the sewerlines, plumbing, electrical service and circuits,  
20 roof, heating, air conditioning, and hot water heating to the extent  
21 such repairs are beyond the ability of tenant's normal maintenance  
22 employees to repair.

23 B. Tenant agrees to maintain the appearance of the exterior  
24 premises of said building in a clean and neat condition, to repair  
25 non structural damage to interior walls, to make all minor repairs,  
26 including but not limited to plumbing, electrical service and

1 circuits; heating; air conditioning; hot water heating to the  
2 extent possible within the ability of tenant's normal maintenance  
3 employees to make such repairs.

4 C. Tenant will not commit, or suffer to be committed, any  
5 waste upon the said premises, or any public or private nuisance and  
6 maintain the premises in the condition as it existed upon occupancy.

7 D. Tenant will make any desired alterations of the said  
8 premises, or any part thereof, only upon prior written consent of  
9 the landlord first had and obtained, and that any additions to, or  
10 alterations of, the said premises, except movable furniture, shall  
11 become at once a part of the realty and belong to landlord. Said  
12 written consent shall not be unreasonably withheld.

13 7. MECHANICS' LIEN Tenant shall pay all costs for construction  
14 done by it or caused to be done by it on the premises as permitted  
15 by this lease. Tenant shall keep the premises free and clear of  
16 all mechanics' liens resulting from construction done by or for  
17 Tenant.

18 8. UTILITIES Tenant shall in addition to all other sums agreed  
19 to be paid by tenant under this lease pay to the landlord an amount  
20 equal to tenant's proportionate share of each monthly invoice  
21 submitted to landlord by Pacific Gas & Electric Company, subject to  
22 landlord's payment of the first \$240 of any such monthly invoice.  
23 Said payments shall be made by tenant upon submission of copies of  
24 such invoices to tenant, which shall be done each six months the  
25 lease is in effect. Tenant's proportionate share shall be the ratio  
26 that the total number of square feet in the premises herein leased

(2,640) bears to the total number of square feet in the building capable of being leased (3,840), said ratio being equivalent to Sixty Eight and Three-Fourths percent (68.75%). Landlord shall present said invoice to tenant for payment on a six month basis. Landlord agrees to pay the first Two Hundred Forty Dollars (\$240) of said monthly account.

9. JANITORIAL SERVICES Tenant shall, at its own expense, provide janitorial services and supplies to the leased premises.

10. INDEMNITY/INSURANCE

A. Indemnity Tenant shall hold landlord harmless from all claims arising out of any damage to any person or property occurring in, on, or about the premises, except that landlord shall hold tenant harmless from all claims arising from the acts or omissions of landlord or its authorized representatives.

B. Public Liability and Property Damage Insurance

1. Tenant, at its cost, shall maintain combined single limit public liability and property damage insurance, or similar protection, with liability limits of not less than five hundred thousand dollars (\$500,000) and property damage limits of not less than fifty thousand dollars (\$50,000) per occurrence, insuring against all liability of tenant and its authorized representatives arising out of and in connection with tenant's use or occupancy of the premises.

2. Landlord, at landlord's expense, shall maintain on the building and other improvements in which the premises are located a policy of standard fire and extended coverage insurance, with

1 vandalism and malicious mischief endorsements, to the extent of at  
2 least ninety percent (90%) of the actual cost and/or full replacement  
3 value of the property.

4 10. DESTRUCTION

5 A. Destruction Due to Risk Covered by Insurance If, during  
6 the term, the premises are totally or partially destroyed from  
7 a risk covered by the insurance described in paragraph 9., rendering  
8 the premises totally or partially inaccessible or unusable, landlord  
9 shall restore the premises to substantially the same condition as  
10 they were in immediately before destruction if the said insurance  
11 proceeds are sufficient to cover the actual cost of restoration.  
12 Such destruction shall not terminate this lease, provided, however,  
13 tenant shall be entitled to a pro rata reduction in rent for any  
14 period during which the premises are totally or partially unusable.  
15 If the existing laws do not permit the restoration or such insur-  
16 ance proceeds are not sufficient to restore the premises to said  
17 condition, either party can terminate this lease immediately by  
18 giving notice to the other party.

19 B. Destruction Due to Risk Not Covered by Insurance

20 1. If during the term the premises are totally or partially  
21 destroyed from a risk not covered by the insurance described in  
22 paragraph 9., rendering the premises totally or partially inacces-  
23 sible or unusable, landlord shall restore the premises to substan-  
24 tially the same condition as they were in immediately before des-  
25 truction. Such destruction shall not terminate this lease. If the  
26 existing laws do not permit the restoration, either party can



1 terminate this lease immediately by giving notice to the other party.

2           2. If the cost of restoration exceeds five percent (5%)  
3 of the then replacement value of the premises destroyed, landlord  
4 can elect to terminate this lease by giving notice to tenant within  
5 fifteen (15) days after determining the restoration cost and replace-  
6 ment value. If landlord elects to terminate this lease, tenant,  
7 within fifteen (15) days after receiving landlord's notice to  
8 terminate, can elect to pay to landlord, at the time tenant notifies  
9 landlord of its election, the difference between five percent (5%)  
10 of the replacement value of the premises and the actual cost of  
11 restoration, in which case landlord shall restore the premises.  
12 On tenant's making its election to contribute, each party shall  
13 deposit immediately the amount of its contribution with a trustee  
14 agreed to by the parties.

15           3. If landlord elects to terminate this lease and tenant  
16 does not elect to contribute toward the cost of restoration as  
17 provided in this paragraph, this lease shall terminate.

18           C. Abatement or Reduction of Rent In case of destruction, there  
19 shall be a pro rata abatement or reduction in rent.

20           D. Loss During Last Part of Term If destruction to the premises  
21 occurs during the last year of the term, landlord can terminate this  
22 lease by giving notice to tenant not more than fifteen (15) days  
23 after the destruction.

24 11. CONDEMNATION

25           A. Total Taking If the premises are totally taken by  
26 condemnation, this lease shall terminate on the date of taking.

1       B. Partial Taking If any portion of the premises is taken  
2 by condemnation, this lease shall remain in effect except that  
3 tenant can elect to terminate this lease if, in tenant's sole  
4 discretion, the remaining portion of the building or other improve-  
5 ments are rendered unsuitable for tenant's continued use of premises.

6       C. Effect on Rent of Condemnation If any portion of the  
7 premises is taken by condemnation and this lease remains in full  
8 force and effect on the date of taking, the monthly rent shall  
9 be reduced by an amount that is in the same ratio to monthly rent  
10 as the square footage of the area of the portion of the premises  
11 taken bears to the total square footage of the premises immediately  
12 before the date of taking.

13 12. ASSIGNMENT Tenant shall not voluntarily assign or encumber its  
14 interest in this lease or in the premises, or sublease all or any  
15 part of the premises, or allow any other person or entity (except  
16 tenant's authorized representatives) to occupy or use all or any  
17 part of the premises without first obtaining landlord's written  
18 consent. Said consent shall not be unreasonably withheld. Any  
19 assignment, encumbrance, or sublease without landlord's consent  
20 shall be voidable and, at landlord's election, shall constitute a  
21 default. No consent to any assignment, encumbrance, or sublease  
22 shall constitute a further waiver of the provisions of this para-  
23 graph.

24 15. SIGNS Tenant, at tenant's expense, shall have the right to  
25 place, construct, and attach to the subject premises, and the  
26 outside thereof, such signs as permitted by all applicable local

1 sign ordinance regulations.

2 16. LANDLORD'S ENTRY ON PREMISES

3 Landlord and its authorized representatives shall have the  
4 right to enter the premises at all reasonable times, after  
5 reasonable notice, for any of the following purposes:

6 A. To do any necessary maintenance and to make any restoration  
7 to the premises that landlord has the right or obligation to perform.

8 B. To serve, post, or keep posted any notices required or  
9 allowed under the provisions of this lease.

10 C. To post, "for sale" signs at any time during the term, to  
11 post "for rent" or "for lease" signs during the last two (2) months  
12 of the term, or during any period while tenant is in default.

13 D. To show the premises to prospective brokers, agents, buyers,  
14 tenants, or other persons interested in an exchange at any time  
15 during the term.

16 17. NOTICES Any notice, demand, request, consent, approval or  
17 communication that either party desires to or is required to give  
18 to the other party shall be in writing and shall be either person-  
19 ally served or mailed by first-class United States Mail to the  
20 addresses listed below:

| 21 | <u>Tenant</u>                     | <u>Landlord</u>         |
|----|-----------------------------------|-------------------------|
| 22 | Clerk of the Board of Supervisors | Mary B. Simmons         |
| 23 | 725 Court Street, Room 104        | 3420 Country Club Drive |
|    | Woodland, CA 95695                | El Macero, CA 95618     |

24 18. SURRENDER OF PREMISES: HOLDING OVER:

25 A. Surrender of Premises

26 1. On expiration or ten (10) days after termination of

1 the term tenant shall surrender to landlord the premises and all  
2 tenant's improvements and alterations in good condition (except  
3 for ordinary wear and tear occurring after the last necessary  
4 maintenance made by tenant and destruction to the premises covered  
5 by paragraph 10. Tenant shall remove all its personal property  
6 within the above-stated time. Tenant shall perform all restoration  
7 made necessary by the removal of any alterations or tenant's personal  
8 property within the time periods stated in this paragraph.

9         2. Landlord can elect to retain or dispose of in any  
10 manner any alterations or tenant's personal property that tenant  
11 does not remove from the premises on expiration or termination of  
12 term as allowed or required by this lease by giving at least thirty  
13 (30) days' notice to tenant. Title to any such alterations or  
14 tenant's personal property that landlord elects to retain or dispose  
15 of on expiration of the thirty (30) day period shall vest in landlord.  
16 Tenant waives all claims against landlord for any damage resulting  
17 from landlord's retention or disposition of any such alterations or  
18 tenant's personal property. Tenant shall be liable to landlord for  
19 landlord's costs for storing, removing, and disposing of any  
20 alterations or tenant's personal property.

21         3. If tenant fails to surrender the premises to landlord  
22 on expiration or thirty (30) days after termination of the term  
23 as required by this paragraph, tenant shall hold landlord harmless  
24 from all damages resulting from tenant's failure to surrender the  
25 premises including, without limitations, claims made by a succeeding  
26 tenant resulting from tenant's failure to surrender the premises.

1 B. Holding Over If tenant, with landlord's consent, remains  
2 in possession of the premises after expiration or termination of  
3 the term or after the date in any notice given by landlord to  
4 tenant terminating this lease, such possession by tenant shall be  
5 deemed to be a month-to-month tenancy terminable on thirty (30)  
6 days' notice given at any time by either party. All provisions  
7 of this lease except those pertaining to term, shall apply to  
8 the month-to-month tenancy.

9 19. MISCELLANEOUS PROVISIONS

10 A. Time of Essence Time is of the essence of each provision  
11 of this lease.

12 B. Consent of Parties Whenever consent or approval of either  
13 party is required, that party shall not unreasonably withhold  
14 such consent or approval.

15 C. Successors This lease shall be binding on and inure to  
16 the benefit of the parties and their successors.

17 IN WITNESS WHEREOF, the parties have executed this lease as of  
18 the date first above written.

19 LANDLORD

20 BY Mary B. Simmons  
21 Mary B. Simmons

TENANT  
COUNTY OF YOLO

22 BY Robert N. Blum  
23 CHAIRMAN, BOARD OF SUPERVISORS  
24 COUNTY OF YOLO, STATE OF CALIFORNIA  
25 REVERSE

26 ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS

BY [Signature]  
Deputy

Approved to Form  
CHARLES MACK, COUNTY COUNSEL

By [Signature]  
Deputy

CONTRACTOR'S COPY  
AMENDMENT TO AGREEMENT

CLEARED  
COCJET  
DIST. 4-1  
11-23-81

034  
PROJECT CODE

AGREEMENT NO. 81-242

8100-0762  
CCG REGISTRATION NO.

02  
AMENDMENT NO.

BETWEEN

N/A  
INTRA-DEPARTMENTAL NO.

THE STATE OF CALIFORNIA

EMPLOYMENT DEVELOPMENT DEPARTMENT

(HEREINAFTER CALLED EDD)

AND

Yolo County Manpower Agencies - CWETA #8100-0762

(HEREINAFTER CALLED SUBGRANTEE).

FILE

DEC - 21981

PETE E. LUCAS, Clerk  
BOARD OF SUPERVISORS  
Yolo County, California  
DEPUTY

The above-referenced agreement is modified by written agreement of both parties, effective August 31, 1981, as follows:

PURPOSE:

To modify CWETA project #8100-0762 to extend to Fiscal Year 1981-1982, with the following accompanying changes:

CHANGE 1:

Modification to Section II, Project Summary, of cover page (form DE 8803, Rev. 1) to extend the proposed project period from 03NOV80 to 31AUG82; to change Project Description to read "upgrade twenty-two seasonal farmworkers' skills per fiscal year," and change page 1, paragraph 5, item 1 of the Employment and Training Agreement Worksite Education and Training Program (DE 8806) to read--"the terms of this Agreement shall be from November 3, 1980 to August 31, 1982", and page 1, paragraph 5, item 3 (DE 8806) to read "the total amount of this Agreement shall not exceed \$88,627.00". (See attachment I.) (Continues on next page)

Except as hereby modified, all terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been signed by and on behalf of the parties hereto this day.

DATED

\$58,166.00

APPROVED FOR EDD

Douglas X P. ... Director  
NAME AND TITLE

Douglas X P. ...  
SIGNATURE

APPROVED FOR SUBGRANTEE

ROBERT N. BLACK, Chairman  
Yolo County Board of Supervisors  
NAME AND TITLE

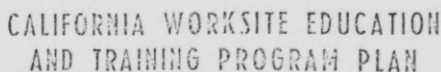
Robert N. Black  
SIGNATURE

The undersigned Deputy Clerk  
of the Board of Supervisors  
certifies that pursuant to  
Section 25103 of the Govern-  
ment Code, delivery of this  
document has been made to the  
Chairman of the Board of  
Supervisors.

PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

*Pete E. Lucas*  
Deputy





## PROJECT TITLE

Will upgrade twenty-two seasonal farmworkers skills--per fiscal year--by combined classroom and worksite experience; will prolong their agricultural employment up to 120 days per year.

FROM: 03NOV80 TO: 31AUG82

Yolo County, California

|                             |                                 |                |                 |
|-----------------------------|---------------------------------|----------------|-----------------|
| FUNDS REQUESTED             | LENGTH OF TRAINING              |                |                 |
| N/A                         | CLASSROOM HRS.<br>WORKSITE HRS. | ORGANIZATION   | FUNDS REQUESTED |
| NO. PARTICIPANTS TRAINED    | COST PER PARTICIPANT TRAINED    | NAME AND TITLE |                 |
| N/A                         | N/A                             | SIGNATURE      | DATE            |
| NO. EMPLOYED AFTER TRAINING | POST TRAINING SALARY            | ADDRESS        |                 |
| N/A                         | N/A<br>HOURLY RATE              |                |                 |

CHANGE II:

Modification to the program narrative to include the following program adjustments:

- a) to include a second year of upgrading for farmworkers with the corresponding date changes;
- b) to include both first aid and cardiopulmonary resuscitation classes during the FY 1981-1982. (In order to avoid the problems, we had in FY 1980-1981 the Agricultural Training Specialist will take out the appropriate American Red Cross Instructor's cards;
- c) all clients will meet CETA II-C eligibility. Stipends to be paid by the Yolo County Manpower for CETA will be 20% of the clients;
- d) payment of CWETA stipends to clients that are at or below 85% LLSIL (20% of the clients);
- e) the remaining (60%) clients will receive UI benefits;
- f) Yolo County Manpower fiscal section will pay both CWETA and CETA allowances and transportation payments;
- g) the Yuba College narrative will read that ADA will be collected for all classes except for shop classes. (See attachment II.)

CHANGE III:

Modification of the budget sheets to include the program adjustments caused by CHANGES I & II. (See attachment III.)

Remove and/or insert the following page(s):

| <u>Remove</u> | <u>Insert</u> | <u>Remove</u> | <u>Insert</u> |
|---------------|---------------|---------------|---------------|
| Pages V-1     | V-1           | Pages VIII-1  | VIII-1        |
| V-2           | V-2           | VIII-2        | VIII-2        |
| V-3           | V-3           | VIII-3        | VIII-3        |
| V-4           | None          | VIII-4        | VIII-4        |
| V-5           | V-5           | VIII-5        | VIII-5        |
| V-6           | V-6           | VIII-6        | VIII-6        |
| V-7           | V-7           | VIII-7        | VIII-7        |
| V-8           | V-8           | VIII-8        | VIII-8        |
| VI-1          | VI-1          | None          | VIII-9        |
| VI-2          | VI-2          | None          | VIII-10       |
| VI-3          | VI-3          | None          | VIII-11       |
| VI-4          | VI-4          | X             | X             |
| VII-1         | VII-1         | X-1           | X-1           |
| VII-2         | VII-2         | 9-(2 pages)   | 9-(3 pages)   |
| VII-3         | VII-3         | 10            | 10            |

(Continue on next page)

CHANGE III: (Continued)

Remove and/or insert the following page(s): (Continued)

| <u>Remove</u>       | <u>Insert</u>            |
|---------------------|--------------------------|
| Pages None          | Pages XIV-1, 2 (2 pages) |
| 12a & 12b (2 pages) | XV-1 & XV-2 (2 pages)    |
| 13a & 13b (2 pages) | XV-3 & XV-4 (2 pages)    |
| 16 (2 pages)        | XVII-1, XVII-2           |
|                     | XVII-3, XVII-4 (4 pages) |
| 17 & 18             | XVIII-1, XVIII-2         |
|                     | XVIII-3, XVIII-4         |
|                     | XVIII-5, XVIII-6         |
|                     | XVIII-7, XVIII-8         |
|                     | XVIII-9 (9 pages)        |



# CALIFORNIA WORKSITE EDUCATION AND TRAINING PROGRAM PLAN

Submit to:  
STATE OF CALIFORNIA - EMPLOYMENT DEVELOPMENT DEPARTMENT  
800 CAPITOL MALL, MIC 38, SACRAMENTO, CALIFORNIA 95814

| I. APPLICANT                                                                                                                                                                             |                           | III. PARTICIPATING ORGANIZATIONS |                 |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------|-----------------|----------------|-----|-----------------|--|----------------|------|----------------|--|-----------------|--|-----------------|--|----------------|--|-------------|--|-------------|--|--|--|-----|--|--|--|--|--|
| ORGANIZATION                                                                                                                                                                             | FUNDS REQUESTED           | ORGANIZATION                     | FUNDS REQUESTED |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| Yolo County Manpower Division                                                                                                                                                            |                           |                                  |                 |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| NAME AND TITLE                                                                                                                                                                           | ROBERT N. BLACK, CHAIRMAN | NAME AND TITLE                   |                 |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| YOLO COUNTY BOARD OF SUPERVISORS                                                                                                                                                         |                           |                                  |                 |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| SIGNATURE                                                                                                                                                                                | DATE                      | SIGNATURE                        | DATE            |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| <i>Robert N. Black</i>                                                                                                                                                                   | 10-6-81                   |                                  |                 |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| ADDRESS                                                                                                                                                                                  |                           | ADDRESS                          |                 |                |     |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| CITY                                                                                                                                                                                     | STATE                     | ZIP                              | CITY            | STATE          | ZIP |                 |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| PRINCIPAL CONTACT                                                                                                                                                                        |                           |                                  | ORGANIZATION    |                |     | FUNDS REQUESTED |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| TELEPHONE                                                                                                                                                                                |                           |                                  | NAME AND TITLE  |                |     | SIGNATURE       |  |                | DATE |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| II. PROJECT SUMMARY                                                                                                                                                                      |                           |                                  |                 |                |     | ADDRESS         |  |                |      |                |  |                 |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| PROJECT TITLE                                                                                                                                                                            |                           |                                  |                 |                |     | CITY            |  |                |      |                |  | STATE           |  |                 |  |                |  | ZIP         |  |             |  |  |  |     |  |  |  |  |  |
| PROJECT DESCRIPTION (25 WORDS OR LESS)                                                                                                                                                   |                           |                                  |                 |                |     | ORGANIZATION    |  |                |      |                |  | FUNDS REQUESTED |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| Will upgrade twenty-two seasonal farmworkers skills--per fiscal year--by combined classroom and worksite experience; will prolong their agricultural employment up to 120 days per year. |                           |                                  |                 |                |     | NAME AND TITLE  |  |                |      |                |  | SIGNATURE       |  |                 |  |                |  | DATE        |  |             |  |  |  |     |  |  |  |  |  |
| PROPOSED PROJECT PERIOD                                                                                                                                                                  |                           |                                  |                 |                |     | ADDRESS         |  |                |      |                |  | CITY            |  |                 |  |                |  | STATE       |  |             |  |  |  | ZIP |  |  |  |  |  |
| FROM: 03NOV80 TO: 31AUG82                                                                                                                                                                |                           |                                  |                 |                |     | ORGANIZATION    |  |                |      |                |  | FUNDS REQUESTED |  |                 |  |                |  |             |  |             |  |  |  |     |  |  |  |  |  |
| GEOGRAPHIC AREA SERVED                                                                                                                                                                   |                           |                                  |                 |                |     | NAME AND TITLE  |  |                |      |                |  | SIGNATURE       |  |                 |  |                |  | DATE        |  |             |  |  |  |     |  |  |  |  |  |
| Yolo County, California                                                                                                                                                                  |                           |                                  |                 |                |     | ADDRESS         |  |                |      |                |  | CITY            |  |                 |  |                |  | STATE       |  |             |  |  |  | ZIP |  |  |  |  |  |
| ENTRY LEVEL                                                                                                                                                                              |                           |                                  |                 |                |     | CITY            |  |                |      |                |  | STATE           |  |                 |  |                |  | ZIP         |  |             |  |  |  |     |  |  |  |  |  |
| FUNDS REQUESTED                                                                                                                                                                          |                           | LENGTH OF TRAINING               |                 | CLASSROOM      |     | HRS.            |  | WORKSITE       |      | HRS.           |  | ORGANIZATION    |  | FUNDS REQUESTED |  | NAME AND TITLE |  | SIGNATURE   |  | DATE        |  |  |  |     |  |  |  |  |  |
| N/A                                                                                                                                                                                      |                           | N/A                              |                 | N/A            |     | N/A             |  | N/A            |      | N/A            |  | N/A             |  | N/A             |  | N/A            |  | N/A         |  | N/A         |  |  |  |     |  |  |  |  |  |
| NO. PARTICIPANTS TRAINED                                                                                                                                                                 |                           | COST PER PARTICIPANT TRAINED     |                 | NAME AND TITLE |     | SIGNATURE       |  | DATE           |      | ADDRESS        |  | CITY            |  | STATE           |  | ZIP            |  |             |  |             |  |  |  |     |  |  |  |  |  |
| N/A                                                                                                                                                                                      |                           | N/A                              |                 | N/A            |     | N/A             |  | N/A            |      | N/A            |  | N/A             |  | N/A             |  | N/A            |  | N/A         |  | N/A         |  |  |  |     |  |  |  |  |  |
| NO. EMPLOYED AFTER TRAINING                                                                                                                                                              |                           | POST TRAINING SALARY             |                 | NAME AND TITLE |     | SIGNATURE       |  | DATE           |      | ADDRESS        |  | CITY            |  | STATE           |  | ZIP            |  |             |  |             |  |  |  |     |  |  |  |  |  |
| N/A                                                                                                                                                                                      |                           | N/A                              |                 | N/A            |     | N/A             |  | N/A            |      | N/A            |  | N/A             |  | N/A             |  | N/A            |  | N/A         |  | N/A         |  |  |  |     |  |  |  |  |  |
| CAREER                                                                                                                                                                                   |                           |                                  |                 |                |     | CITY            |  |                |      |                |  | STATE           |  |                 |  |                |  | ZIP         |  |             |  |  |  |     |  |  |  |  |  |
| FUNDS REQUESTED                                                                                                                                                                          |                           | LENGTH OF TRAINING               |                 | CLASSROOM      |     | HRS.            |  | WORKSITE       |      | HRS.           |  | ORGANIZATION    |  | FUNDS REQUESTED |  | NAME AND TITLE |  | SIGNATURE   |  | DATE        |  |  |  |     |  |  |  |  |  |
| \$88,627                                                                                                                                                                                 |                           | 664 (624)*HRS.                   |                 | 368 (416)*HRS. |     | 368 (416)*HRS.  |  | 368 (416)*HRS. |      | 368 (416)*HRS. |  | N/A             |  | N/A             |  | N/A            |  | N/A         |  | N/A         |  |  |  |     |  |  |  |  |  |
| NO. PARTICIPANTS TRAINED                                                                                                                                                                 |                           | COST PER PARTICIPANT TRAINED     |                 | NAME AND TITLE |     | SIGNATURE       |  | DATE           |      | ADDRESS        |  | CITY            |  | STATE           |  | ZIP            |  |             |  |             |  |  |  |     |  |  |  |  |  |
| 22 per year                                                                                                                                                                              |                           | 22 per year                      |                 | 22 per year    |     | 22 per year     |  | 22 per year    |      | 22 per year    |  | 22 per year     |  | 22 per year     |  | 22 per year    |  | 22 per year |  | 22 per year |  |  |  |     |  |  |  |  |  |
| NO. UPGRADED AFTER TRAINING                                                                                                                                                              |                           | NO. PLANNED ENTRY LEVEL          |                 | NAME AND TITLE |     | SIGNATURE       |  | DATE           |      | ADDRESS        |  | CITY            |  | STATE           |  | ZIP            |  |             |  |             |  |  |  |     |  |  |  |  |  |
| N/A                                                                                                                                                                                      |                           | N/A                              |                 | N/A            |     | N/A             |  | N/A            |      | N/A            |  | N/A             |  | N/A             |  | N/A            |  | N/A         |  | N/A         |  |  |  |     |  |  |  |  |  |
| CURRENT SALARY                                                                                                                                                                           |                           | POST TRAINING SALARY             |                 | NAME AND TITLE |     | SIGNATURE       |  | DATE           |      | ADDRESS        |  | CITY            |  | STATE           |  | ZIP            |  |             |  |             |  |  |  |     |  |  |  |  |  |
| HOURLY RATE                                                                                                                                                                              |                           | HOURLY RATE                      |                 | N/A            |     | N/A             |  | N/A            |      | N/A            |  | N/A             |  | N/A             |  | N/A            |  | N/A         |  | N/A         |  |  |  |     |  |  |  |  |  |

## V. PLANNING PROCESS

A. Briefly describe the local level planning process used to develop the project.

Three independent factors acted as catalysts to the preparation of this grant:

- 1) the CETA Prime Sponsor's realization that the only training program serving the agricultural community in Yolo County, a special Title III STIP grant, was over on September 30, 1980, and there were no other CETA funds available to continue the activity;
- 2) the recommendations of a grower/agricultural extension advisory group, the Agricultural Manpower Oversight Committee (AMOC), regarding the training needs of local agribusiness; and
- 3) the exploration efforts of the Yolo County Manpower Education Coordinating Committee to identify an appropriate training area for CWETA grant application.

The Yolo County Vocational Educational Coordinating Committee (YC-VECC) is a formal planning group, and includes the membership of the local community college, the district adult education programs, the CETA Prime Sponsor, the Regional Occupation Program (ROP), the Department of Vocational Rehabilitation, and the Employment Development Department. The Committee, as a work group, has developed the proposed program for CWETA funding.

The program design has also been reviewed by the local chapter of the Farm Bureau, the Agricultural Manpower Oversight Committee, the Agricultural Extension Service, the California Department of Industrial Relations, Division of Apprenticeship Standards (DAS), and the Yolo County Board of Supervisors. Comments and review clarifications suggested by any of the above groups have been incorporated into the proposal.

Two key staff persons have been appointed by the YC-VECC to coordinate the program development and review activities: the Agricultural Training Specialist, a CETA staff person, and the Training Resource Specialist, a Yuba Community College staff person.

# PLANNING PROCESS (DETAIL)

| OBJECTIVES                                                                                                                                                                                                                                                                                                                                                                                                                                 | SPECIFIC TASKS                                                                                                                                                                                                                                                                                                                                                                                                                                                            | COMPLETION DATES                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <p>1. The Yolo County Manpower Office will meet with Yuba College, the Yolo County Farm Bureau, the American Red Cross, the Agribusiness Manpower Oversight Committee, Regional Occupation Program, Adult Education, the Department of Vocational Rehabilitation, the California Department of Industrial Relations (Division of Apprenticeship Standards) for local level planning, as well as the Employment Development Department.</p> | <p>A. YCVECC Meetings. Present project ideas (previously provided by Yolo County Growers to the Yolo County Vocational Education Coordinating Committee (YCVECC). Member composing this group are EDD, Yuba College, ROP, Adult Education, the Department of Vocational Rehabilitation, and the Yolo County Manpower (CETA Prime Sponsor)</p>                                                                                                                             | <p>27MAY80<br/>26JUN80<br/>17JUL80<br/>14AUG80<br/>11SEP80</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>B. Meet with Yolo County Farm Bureau to plan specific actions to involve growers and get input. Send article of CWETA to 900 growers and agribusiness through Farm Bureau newsletter. Send 250 questionnaires asking for grower referrals and specific course content input to growers through the Farm Bureau.</p>                                                                                                                                                    | <p>01JUL80<br/>18JUL80</p>                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>C. Meet with Yuba College administrators from the Woodland Center and Main Campus. Determine individual roles in the implementation of the CWETA farmworkers program. Coordinate and plan curriculum alternatives and determine Yuba College's capacity to provide training for twenty clients in Mechanics, Welding and basic education. Determine Yuba College's commitment to run the program for two years. Coordinate and plan budget for classroom training.</p> | <p>17JUL80</p>                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>D. Meet with the American Red Cross to determine feasibility of having first aid and cardiopulmonary resuscitation (CPR) classes provided by them.</p>                                                                                                                                                                                                                                                                                                                 | <p>15JUL80</p>                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>E. Meet with AMOC to receive further input from the grower community on the CWETA farmworker program.</p>                                                                                                                                                                                                                                                                                                                                                              | <p>24JUL80</p>                                                 |

# PLANNING PROCESS (DETAIL)

| OBJECTIVES                                                                                                                                                                                                                                          | SPECIFIC TASKS                                                                                                                                                                                                                                                                                 | COMPLETION DATES                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
|                                                                                                                                                                                                                                                     | <p>F. Meet with Yuba College, Woodland Center, to develop schedules, curriculum, and budget.</p> <p>G. Meet with the Division of Apprenticeship Standards of the California Department of Industrial Relations to consider feasibility of an apprenticeship program with the CWETA design.</p> | <p>Ongoing on a weekly basis since 26JUN80</p> <p>26AUG80</p> |
| <p>2. Recruit specific course content and grower referrals for CWETA farmworker program.</p>                                                                                                                                                        | <p>A. (see 1B)</p> <p>B. Through an aggressive outreach program hand deliver 100 additional questionnaires to Yolo County Growers. (We received 27 questionnaires back with grower initial commitments to send up to 44 farmworkers for training.)</p>                                         | <p>18JUL80</p> <p>04AUG80<br/>06AUG80</p>                     |
| <p>3. Work closely with the EDD staff including the Woodland ES CWETA representative, Roger Baldwin; the CWETA Regional Consultant, Bill Rash; and the CWETA Regional Program Analyst, Ed Connolly, to make sure plan comes under CWETA intent.</p> | <p>A. Meet with the EDD staff to get technical advice on the CWETA plan for farmworker training in Yolo County.</p>                                                                                                                                                                            | <p>26JUN80<br/>31JUL80<br/>08AUG80<br/>28AUG80</p>            |
| <p>4. With the help of Yuba College, the Yolo County Farm Bureau, the American Red Cross, the AMOC, and EDD, the Yolo County Manpower Office will complete the CWETA plan.</p>                                                                      | <p>A. Completion of first draft.</p> <p>B. Completion of the semi-final draft.</p> <p>C. Completion of final draft.</p>                                                                                                                                                                        | <p>31JUL80</p> <p>02SEP80</p> <p>16SEP80</p>                  |
|                                                                                                                                                                                                                                                     | <p>*****</p> <p>(Work Plan - planning process continued under Section VIIB.)</p>                                                                                                                                                                                                               |                                                               |



## V. PLANNING PROCESS

B. Describe the roles and responsibilities of those participating organizations providing services to the project including their capability or demonstrated effectiveness in providing these services.

1. The Yolo County Manpower Division office will be the program applicant with the administrative responsibility for the management and success of the program. The County of Yolo applied to become a Prime Sponsor for funds under the Comprehensive Employment and Training Act in 1978. The Department of Labor approved the application for prime sponsorship, and the County initiated a Manpower Division to administer the funds. The County of Yolo received funds in 1978-79 and in 1979-80 for the operation of CETA programs under Titles II-B, II-D, III, IV, and VI. The Manpower Division will assist in recruitment activities and supportive services, including occupational and aptitude testing. An Agricultural Training Specialist will have the primary responsibility for the coordination of the program, including grower contacts and placement activities.

FY 80-81: The fiscal section of the Manpower Division will coordinate the payment of stipends or participant allowances, for economically disadvantaged clients that meet CETA II-B eligibility (4.5% of the clients).

FY 81-82: *The fiscal section of the Manpower Division will coordinate the payment of stipends or participant allowances for both CETA and CWETA. All clients will meet CETA II-C eligibility, twenty percent of which will receive stipends from CETA funds. An additional twenty percent will receive stipends from CWETA monies (below 85% LLSIL).*

2. Yuba College, Woodland Center, will be the main provider of classroom training. The courses include Welding, Mechanics, agricultural Science, Math, and English as a second language. Yuba College has a competent staff of credentialed instructors and counselors as well as an Administrative Team concerned with the needs of the community.

The main campus of Yuba College was founded in 1927, and is located outside of Marysville on a 160 acre site. In December, 1965, the college district was reorganized to include Colusa, Sutter, and Yuba Counties and in 1974-75, to include large portions of Glenn, Lake and Yolo Counties.

The Woodland Center--with its excellent classroom facilities and shop equipped with modern welding and mechanics equipment--is the newest expansion of Yuba College. Its first classes were held in the Fall semester of 1976-77. The Woodland Center, directed by Ray Gutierrez, has been the primary training resource utilized by the Yolo County Prime Sponsor to implement farmworker training for a Department of Labor Skills Training and Improvement Project (STIP).

V. PLANNING PROCESS (continued)

FY 80-81: Yuba College will generate ADA for all the classes they will provide.

FY 81-82: Yuba College will generate ADA for math, agricultural science, and English as a second language classes.

3. Employment Development Department (EDD) has several major responsibilities: (1) provide a labor exchange facility for jobseekers and employers, (2) help welfare recipients and other disadvantaged persons to become self-sufficient through job training and employment, (3) administer the claim-payment phase of Unemployment Insurance (UI) and Disability Insurance (DI) Programs and (4) administer the tax collection and accounting functions under the UI, DI, and Personal Income Tax Withholding (PIT) programs.

In EDD's role as a labor exchange, the Department offers a broad spectrum of services to jobseekers and their potential employers. The services include current and localized labor market information, instructions in job and employer requirements, jobseeking methods, placement services, and follow-up to improve job retention.

The Employment Development Department will provide the following services to the CWETA farmworker program, through the Woodland ES and other departments:

- a. Certification
  - b. Payment of stipends\* to clients that are 70% LLSIL but below 85% LLSIL (27.3% of the Clients) *(Omit paragraph.)*
  - c. Payment of UI\* to clients who qualify for UI benefits and are above 85% LLSIL (68.2% of the clients) *(60% of the clients).*
  - d. Monitor the program.
4. The American Red Cross will be offering their course(s) in Cardiopulmonary Resuscitation *(and First Aid)*. The Red Cross is recognized around the world for its help to all people in need--regardless of race, color, or creed. Since the original, Red Cross has expanded to 127 national societies, including the American Red Cross. The American Red Cross was formed May 21, 1881, through which health and safety courses, as well as a wide variety of community services have been offered. The local chapter in Yolo County is directed by Helen Wachter and was established June 6, 1917. The Yolo County chapter has participated in the past in producing bilingual presentations to farmworkers.

FY 80-81: The instructor's time will be an in-kind contribution by the American Red Cross.

FY 81-82: The courses will be conducted by the CETA staff, with the appropriate instructor's cards--from the American Red Cross--at no additional cost to CWETA.

\*Clients will receive stipends or UI benefits, depending on their level of income at the time eligibility certification. *(Omit.)*

V. PLANNING PROCESS (continued)

5. Grower Community. The growers--involved in this CWETA program as the employers--will provide worksite training for the clients that they referred for upgrading. These Yolo County growers will upgrade their employees' salaries and extend the farmworkers' employment period up to one hundred twenty (120) days per year, because of the new skills obtained in the classroom and through worksite training.
6. Other Organizations. The University of California, Davis, the Farm Bureau, the Department of Motor Vehicle, and the Yolo County Cooperative Extension services include, but are not limited to, safety lectures and presentations, agriculture movies, program implementation assistance, field trips, and technical assistance on running agricultural training programs.

V. PLANNING PROCESS (Continued)

C. Describe plans to continue the training program after funding terminates.

The program will request an "intent to fund" letter from CWETA for one additional year after this program ends. The letter of "intent to fund" will have clauses assuring that grower commitment (which is not available a year in anticipation) is present. (*FY 81-82: omit paragraph.*)\*

In future years, the program will be continued yearly with pertinent changes in the curriculum as agriculture technology advances and as grower/farmworker needs indicate. In later years, the program will be conducted every other year, or as need.

In the future, growers might become totally responsible for the implementation of the program, and take advantage of community organizations as needed.

- 1) The Yolo County Manpower Division (CETA Prime Sponsor). For CETA eligible clients (20% of the clients are targeted as being CETA economically disadvantaged), there are Title II-B (*Title II-C*) or other funds for supportive services.
- 2) Yuba College, Woodland Center. Yuba College will generate ADA for both the shop and general education classes.
- 3) Employment Development Department. The Employment Development Department will continue to provide UI for eligible clients.
- 4) The YC-VECC is also in a positive position to recruit various sources of alternative funds, including special education grants, CETA grants, private funds, and rehabilitation funds. Continuous efforts will be made to pursue these funds to continue the program after the initial demonstration project has been completed.

\*Fiscal Year 1981-1982 in italics.

## VI. STATEMENT OF PROBLEM/NEED

### A. Describe the local labor market needs.

#### 1. Employer Outlook

This program has been carefully developed to implement a training design that utilizes the recent personnel research, farm occupation task analysis, and agricultural course development prepared by the Rural Economics Institute of Davis, California, and the Farm Applied Skill Training, Agricultural Education Unit of California State University, Chico, California. Other sources applied in the development of this program design include the Skills Training for Agricultural Workers Program at Fresno, California, the Yolo County Cooperative Extension service, the University of California, College of Agriculture staff, Davis, the STIP demonstration project prepared by the CETA Prime Sponsor, and local input from growers and community-based organizations.

Agriculture in Yolo County is a steadily booming business, and the primary productive unit of the county even though it has been highly seasonal. Little of the increased production is resulting in increased employment. In 1978, the estimated gross farm production value was \$189,971,830, an increase of \$33.8 million over the 1976 estimates of \$156,134,610.<sup>1</sup> In the same comparison year, however, agricultural employment in Yolo County remained stable. Further projections indicate as is true statewide, a decline in unskilled labor demands.

To demonstrate that there was a need for skill training for the farmworker, the University of California, Davis (UCD) conducted a study between 1968-1971, on several farms in Northern California. The UCD staff found:

1. The greatest personnel problem of these farmers was a lack of qualified and trained employees.
2. The second most serious problem was the need to retrain existing employees to operate and service the new sophisticated farm equipment.

In a recent survey<sup>2</sup> of Yolo County growers, O. E. Thompson found that "more and more farm operators are working toward a stable, permanent labor force." The study, conducted by the University of California, Davis, shows that grower trends in agricultural practice are changing with the idea of preventing peak labor needs. Growers are concerned with being able to keep the same crew of good workers year after year. Where employment is as short as six to nine months, the growers are trying to make it attractive for employees to return.

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<sup>1</sup>Yolo County Agricultural Crop Report, 1977, by the Yolo County Department of Agriculture.

<sup>2</sup>O. E. Thompson, and L. Z. McCandless-Grossman, Emerging Occupations in Agriculture: Impact Upon Curriculum and People. (Department of Applied Behavioral Sciences, University of California, Davis, 1979).

## VI. STATEMENT OF PROBLEM/NEED (continued)

Many Yolo County Growers felt they had no use for the conventional training programs where farmworkers were trained and then could go out and get jobs with growers: some felt that they provided adequate training for career ladder advancement in their own farm; others felt that while they could use more experienced personnel, they nevertheless should not give opportunities for advancement to outsiders over their own loyal, perennial employees; and yet others felt that they did not trust farmworkers "that just went to school." On the other hand, growers were interested in sending their own farmworkers for training as they already knew of their capabilities and hard work.

Manpower projections for the period 1975 to 1980 indicate that agriculture will be the only industry to register a decline in employment. Those who lose work in agriculture will be the unskilled, seasonal farmworkers, largely due to mechanization and other technical advances. Therefore, the unemployed farmworker should be offered training that will not only improve but also increase his/her employability. This is especially true for those persons who wish to remain working in agriculture.

### 2. Employee Outlook

In a 1978 report of farmworkers by the California Commission on the status of women, some of the problems that both male and female farmworkers face in California agriculture were identified. The majority of farmworkers are Mexican (65.0%) with the Mexican American (27.3%) as an important second group. Most farmworkers have seven years of education or less (58.4%). More than half of the farmworkers interviewed cannot speak, read, or write English. The average male farmworker had a job only six to eight months a year, and the woman farmworker could work even less.<sup>3</sup> Although recent surveys show that a significant number of these seasonal farmworkers would like to pursue a career in agriculture, they lack the necessary skills for upward transition to permanent positions.

California agriculture has been experiencing a dynamic change in the methods used in farming operations. Larger more sophisticated machines are being used to increase efficiency and productivity. Without a doubt, the demand for skilled workers has increased. In less than six years, tomatoes, Yolo County's number one crop<sup>4</sup> by far--and the crop that utilized one of the largest numbers of farmworkers--has become almost totally mechanized. The effect of mechanization on the industry has meant a large change from unskilled to skilled labor.<sup>5</sup>

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<sup>3</sup>Susana Halfon, Amy E. Barton, and Margaret Gipe, Campesinas: Women Farmworkers in the California Agricultural Labor Force, a report by the California Commission on the Status of Women (1978).

<sup>4</sup>James R. Lippincott, Yolo County Agriculture Crop Report of 1978 (Yolo County Department of Agriculture).

<sup>5</sup>A. Doyle Reed, and L. A. Horel, Facts about California Agriculture (Division of Agricultural Sciences, University of California, Leaflet 2290, March 1979).

VI. STATEMENT OF PROBLEM/NEED (continued)

"Traditionally, educators have ignored" the unskilled laborer, a Yolo County study of agricultural jobs indicates. Because of the advances in agricultural technology, the unskilled laborer cannot be overlooked any longer. Over one-third of the farmworkers interviewed in the University of California, Davis, study hope to improve their jobs within agriculture. They are interested in jobs that would require additional training and year-around, permanent employment.<sup>6</sup>

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<sup>6</sup>O.E. Thompson and L. Z. McCandless, Emerging Occupations in Agriculture: Impact Upon Curriculum and People (Department of Applied Behavioral Science, U.C.D. 1979).



VI. STATEMENT OF PROBLEM NEED (Continued)

B. Describe the project targeting provisions.

Client Characteristics for Targeting Provisions

|                                      |      |
|--------------------------------------|------|
| - Seasonal/Migrant Farmworker        | 75%  |
| - Hispanic                           | 65%  |
| - Receiving UI                       | 50%  |
| - Obsolete or Inadequate Skills      | 100% |
| - Unemployed More Than 10 Weeks/Year | 50%  |

## VII. PROJECT GOAL(S), OBJECTIVES AND TASKS

### A. Based on the problems and needs you have identified, what is the overall goal(s) of the project?

The goal of this program is to provide twenty-two seasonal farmworkers with upgrade training that will move them up the agricultural career ladder into year-round, permanent, unsubsidized employment, into expanding agricultural or agribusiness related occupations. The goal is to be accomplished through combined classroom training and worksite activities of 664 (624) and 368 (418) hours respectively.

These classroom training and worksite training hours--even though for simplicity, they are reflected as specific times in the proposal--will be completed by the clients during the extent of the program term. Some clients will be involved in worksite training during Christmas vacation, others will during some of the legal holidays, and yet others will extend the worksite training period up to the end of August, 1981 (August, 1982). Each client will accumulate 664 (624) hours of classroom training and 368 (418) hours of worksite training by the termination of the program.

VII. PROJECT GOAL(S), OBJECTIVES AND TASKS (Continued)

B. List in the following Work Plan, the measurable objectives for the project including the specific activities or tasks to be completed in order to reach objectives. Provide dates of completion for specific tasks. You may attach your own work plan if necessary.

WORK PLAN

| OBJECTIVES                                                                                                                                                                                                       | SPECIFIC TASKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | COMPLETION DATES                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. From the positive grower responses to the CWETA farmworker's questionnaire, recruit twenty-two farmworkers.                                                                                                   | <p>A. Visit all the growers that mailed us positive responses to our questionnaire and obtain actual names from their referrals.</p> <p>B. Interview the clients and assess their interest and commitment to the program. Provide individualized assessment and counseling to determine and insure the appropriateness of the CWETA farmworkers program design/purpose for the participant, and to maximize successful program completion. <i>(Do CETA VII intake.)</i></p> <p>C. Develop a career ladder with each grower, as well as a budget sheet (see Section XIII).</p> <p>D. Have each grower sign the proposal <i>(Worksite Agreement)</i>.</p> | <p>08SEP80 to 12SEP80<br/><i>(01SEP81 to 11SEP81)</i></p> <p>16OCT80 to 23OCT80<br/><i>(14SEP81 to 21OCT81)</i></p> <p>08SEP80 to 12SEP80<br/><i>(15JAN82)</i></p> <p>08SEP80 to 12SEP80<br/><i>(29JAN82)</i></p> |
| 2. Provide task oriented, carefully designed skills training, securing participants' permanent agricultural employment potential. Students will take 664 <i>(624)</i> of classroom training (November to March). | <p>A. Yuba College, Woodland Center will provide shop instruction in welding, mechanics, and preventive maintenance; lab and field trip instruction in Agricultural Science; classroom instruction in safety, Math, and English.</p> <p>B. The American Red Cross will provide classroom and lab instruction in Cardiopulmonary Resuscitation <i>(and First Aid)</i>.</p>                                                                                                                                                                                                                                                                               | <p>03NOV80 through 31MAR81<br/><i>(02NOV81 to 11MAR82)</i></p> <p>22DEC80<br/><i>(21DEC81 to 29DEC81)</i></p>                                                                                                     |
| 3. Provide 368 <i>(416)</i> hours of reimbursable Worksite Training for farmworkers in their new tasks.                                                                                                          | <p>A. Growers will provide actual work-site training to farmworkers in welding and mechanics, and new fields of agricultural science for</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>04FEB81 to MAY81<br/><i>(05FEB82 to 31AUG82)</i></p>                                                                                                                                                           |

VII. PROJECT GOAL(S), OBJECTIVES AND TASKS (Continued)

B. List in the following Work Plan, the measurable objectives for the project including the specific activities or tasks to be completed in order to reach objectives. Provide dates of completion for specific tasks. You may attach your own work plan if necessary.

WORK PLAN

| OBJECTIVES                                                                                                                                        | SPECIFIC TASKS                                                                                                                                                                                                                                                                                                         | COMPLETION DATES                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 4. Job Placement of 22 farmworkers with their respective growers, or on other related full-time, year-round, unsubsidized employment.             | <p>A. Farmworkers should return to work with previous employer through Agricultural Training Specialist's coordination with the grower.</p> <p>B. Other farmworkers who cannot return to employer, will obtain jobs through aggressive job development activities with Yolo County Manpower Division and EDD help.</p> | <p>29MAY81<br/>(30APR82)</p> <p>29JUN81<br/>(30JUN82)</p>          |
| 5. Ongoing coordination between all cooperating agencies will exist throughout the program planning, implementation, and evaluation.              | <p>A. AMOC Meetings</p> <p>B. YCVEEC Meetings</p> <p>C. Individual Interagency Meetings</p>                                                                                                                                                                                                                            | <p>Sept. 1980<br/>Planning only.</p> <p>Ongoing</p> <p>Ongoing</p> |
| 6. Modify and repeat program for 1981-1982 season with 22 new grower referral clients, and with CWETA's support (omit CWETA's support for 82-83). | <p>A. Obtain letter of "intent to fund" from CWETA, provided that we fulfill CWETA funding obligations, for a one year extension of CWETA funding (omit).</p> <p>B. Repeat grower referral and input solicitation.</p>                                                                                                 | <p>31JAN81<br/>(Omit)</p> <p>31JUL81<br/>(31JUL82)</p>             |
| 7. Obtain three independent bids for program evaluation (omit).                                                                                   | <p>A. Obtain three independent bids in the area (omit).</p> <p>B. Ask CWETA for suggestions of independent evaluators (omit).</p>                                                                                                                                                                                      | <p>After program approval (omit)</p>                               |

## VIII. TRAINING PLAN

Describe the training plan.

- A. DOT Codes: The occupation of Agricultural Maintenance/Technician has been developed through the combination of several occupational titles which include:

|                               |           |
|-------------------------------|-----------|
| Farmworker, diversified crops | (407.663) |
| Farm Equipment Mechanic       | (624.381) |
| Welder, Combination           | (819.384) |

Alone, anyone of the above occupations provide seasonal farm employment. However, by providing training in each of the designated areas, an individual will develop and possess the skills necessary to be of value to the agri-businessmen on a permanent, year-round basis.

In order to establish an actual difficulty level, and corresponding number of hours of training according to the Specific Vocational Preparation (SVP) Guide, only one DOT code should be used. If animal farming is excluded from section 421 of the Dictionary of Occupational Titles, we arrive at the closest DOT code for the actual job description: 421.683-010 (difficulty level of five on the SVP scale corresponds to six to nine months on the worksite/classroom Training Index or 1040 hours of training).

The farmworkers will move from farmworker general II, chore tender, to farmworker general I, hired worker.

**421.687-010 FARMWORKER, GENERAL (agric.) II chore tender; farm laborer.**

Performs variety of manual, animal-and-crop-raising tasks on general farm under close supervision: Feeds and waters cattle, poultry, and pets. Cleans barns, stables, pens, and kennels, using rake, shovel, water, and other cleaning materials. Digs seedlings, such as tobacco plants, strawberries, tomatoes, and orchard trees, using hoe, and transplants them by hand. Shovels earth to clear irrigation ditches and opens sluice gates to irrigate crops. Cleans plows, combines, and tractors, using scraper and broom. Picks, cuts, or pulls fruits and vegetables to harvest crop. Stacks loose hay, using pitchfork, or pitches hay into automatic baling machine. Stacks bales of hay and bucks them onto wagon or truck, using handhook.

**421.683-010 FARMWORKER, GENERAL (agric.) I hired worker.**

Drives trucks and tractors and performs variety of animal and crop raising duties as directed on general farm: Plows, harrows, and fertilizes soil, and cultivates, sprays, and harvests crops, using variety of tractor-drawn machinery [FARM-MACHINE OPERATOR (agric.)]. Cares for livestock and poultry, observing general condition and administering simple medications to animals and fowls. Hauls feed to livestock during grass shortage and winter months. Operates, repairs, and maintains farm implements and mechanical equipment, such as tractors, gang plows, ensilage cutters, hay balers, cottonpickers, and milking machines. Repairs farm buildings, fences, and other structures. May irrigate crops. May haul livestock and products to market [TRUCK DRIVER, HEAVY (any ind.)]. TRUCK DRIVER, LIGHT (any ind.)]. Usually works year-round and may oversee casual and seasonal help during planting and harvesting.

B. Type of Training: Entry/Career

Twenty-two seasonal farmworkers will receive career (upgrade training). Eighty-four days or 664 hours (*seventy-three days or 624 hours*) of classroom instruction will be combined with forty-six days or 368 hours (*fifty-two days or 416 hours*) of worksite training.

This program will give clients skills that will enable them to be of more use to the grower during times of the year that they were not before (see attachment #1 for timelines of Major Crop Management Tasks and Classroom Training course timetable inter-relationship).

## VIII. TRAINING PLAN (continued)

They will, for the most part, still continue to do their regular duties during the active agricultural season. These farmworkers are prolonging their employment season rather than creating a vacuum that others can fill. Training will extend the normal work period from 30 to 120 days per year. Because no job vacancies are created, backfilling provisions are inapplicable. Growers are committed to prolonging the workers' agricultural season or upgrading their salaries, or both.

### C. Method for Training: Short-Term Classroom Instruction and Worksite Training

#### i. Classroom Instruction

Training will begin November 3, 1980 (*November 2, 1981*) and will end March 31, 1981 (*March 11, 1982*).

A description for the classroom training for the seven courses in this program follows. The actual curriculum was developed by using grower input from the questionnaire aforementioned in section V.A (see attachment #2).

Strict attendance and punctuality will be heavily stressed, and a strictly academic agenda will be prepared and followed.

#### Course Outlines

##### 1. Welding and Farm Repair Fabrication

FY 80-81: Total Hours Classroom Activity: 170  
Timeline: November 3, 1980 - March 30, 1981

FY 81-82: Total Hours Classroom Activity: 146  
Timeline: November 2, 1981 - March 10, 1982

#### Contents

Safety; transporting equipment; turning equipment on and off; adjusting equipment; oxyacetylene welding and cutting; hard-facing; out-of-position welding; ARC welding; MIG and TIG welding; butt; fillet, tee and lap joints; penetration; AC and DC currents; welding rods; arc blow; farm repair and fabrication problems.

#### Other

This is an ADA generating class run by Yuba College (*omit "ADA generating"*). The class will be held in the Woodland Center, Alice Street Shop.

## VIII. TRAINING PLAN (continued)

### 2. Mechanics and Preventive Maintenance

FY 80-81: Total Hours Classroom Activity: 158 -  
Timeline: November 4, 1980 - March 31, 1981

FY 81-82: Total Hours Classroom Activity: 146  
Timeline: November 3, 1981 - March 11, 1982

#### Contents

Safety; engine intake and exhaust systems; engine fuel systems; engine lubricating systems; engine cooling systems; engine electrical systems; power trains; hydraulic systems; other components such as grease fittings and tires; tune-up and storage; trouble shooting; basic engine. (Emphasis will be on Preventive Maintenance.)

#### Other

This is an ADA generating class run by Yuba College (omit "ADA generating"). The class will be held in the Woodland Center, Alice Street Shop.

### 3. English and ESL

FY 80-81: Total Hours Classroom Activity: 141  
Timeline: November 3, 1980 - March 30, 1981

FY 81-82: Total Hours Classroom Activity: 123  
Timeline: November 2, 1981 - March 10, 1982

#### Content

Defense Language Institute ESL; directions and commands for tractor operation; vocabulary; parts of the tractor; pronunciation of single vowels and consonants, using words related to tractors, farm work, and rural life; sentence patterns; subject + verb + direct object + prepositional phrase; sentence patterns; subject + two word verb + direct object + prepositional phrase; verb tenses; question and positive answer; question and negative answer; other interrogative forms; reading skills; writing skills.

#### Other

This an ADA generating class run by Yuba College. The class will be held in the Woodland Center on California Street.



VIII. TRAINING PLAN (continued)

4. Mathematics

FY 80-81: Total Hours Classroom Activity: 57  
Timeline: November 4, 1980 - March 31, 1981

FY 81-82: Total Hours Classroom Activity: 45  
Timeline: November 5, 1981 - March 11, 1982

Contents

Addition, subtraction, multiplication and division of whole numbers; addition, subtraction, multiplication and division of decimal fractions; addition, subtraction, multiplication and division of fractions; percentages; conversions between decimals, fractions, and percents; weights, measures, ratios and proportions; solving equations for one variable; agricultural problem solving; consumer education.

Other

This will be an ADA generating class run by Yuba College. The class will be held in Woodland Center on California Street.

5. Agricultural Science Lab

FY 80-81: Total Hours Classroom Activity: 64  
Timeline: November 6, 1980 - March 26, 1981

FY 81-82: Total Hours Classroom Activity: 51  
Timeline: November 3, 1981 - March 9, 1982

Contents

Basic plant science and propagation; farm pesticide and liquid fertilizer safety; chemical application and calibration; surveying; irrigation principles and practices; weed and insect identification; safety of farm machinery operation; seed type selection; planting dates; general farm safety.

Other

This will be an ADA generating class run by Yuba College. The class will be conducted through field trips and laboratory experience.

VIII. TRAINING PLAN (continued)

6. Review and Group Discussion

FY 80-81: Total Hours Classroom Activity: 66  
Timeline: November 3, 1980 - March 31, 1981

FY 81-82: Total Hours Classroom Activity: 73  
Timeline: November 2, 1981 - March 11, 1982

Contents

Review of course contents; understanding and using a measuring tape; safety slides, films, and presentation by UCD Farm Safety Specialist; continual emphasis on job safety, presentation of highway safety and operation laws for agricultural equipment by a representative from the Department of Motor Vehicles.

Other

This class is conducted by the CWETA-paid Prime Sponsor staff at no additional cost to CWETA.

7. Cardiopulmonary Resuscitation (and First Aid)

FY 80-81: Total Hours Classroom Activity: 8  
Timeline: December 22, 1980

FY 81-82: Total Hours Classroom Activity: 40  
Timeline: December 21-23, 28, and 29, 1981

Contents

Principles and practices of cardiopulmonary resuscitation including artificial respiration and heart massage. (First aid for injuries, shock, poisoning, burns, internal injuries, animal bites and infections; artificial respiration; rescue and transport; immobilization of the injured; first aid for heat exhaustion and heat stroke.)

Other

FY 80-81: This is a free course offered by the American Red Cross.

FY 81-82: These courses are offered by the American Red Cross, and conducted by the CWETA-paid Prime Sponsor staff at no additional cost to CWETA.

|                                             |
|---------------------------------------------|
| TOTAL HOURS CLASSROOM EXPERIENCE: 664 (629) |
|---------------------------------------------|

VIII. TRAINING PLAN (continued)

ii. Worksite Training

Clients will work on their employer's shop utilizing their newly developed skills in welding and mechanics. Worksite training will begin during the second semester, every Friday, and will continue after classroom instruction ends, up to August 1981 (August 1982) (see attachment #3 for individual grower's specific worksite training program).

|                                          |
|------------------------------------------|
| TOTAL HOURS WORKSITE TRAINING: 368 (418) |
|------------------------------------------|

Flow Chart

Employed ----> Classroom Training ----> Classroom Training and ---->  
Worksite Training

Worksite Training Alone----> Upgraded Unsubsidized Employment

D. Career Opportunities

A career ladder was provided by each employer in the CWETA farmworkers' program (see attachment #3).

FIRST SEMESTER

|            | MONDAY  | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|------------|---------|---------|-----------|----------|--------|
| 8:00 a.m.  | W       | M       | W         | M        | M      |
|            | E       | E       | E         | E        | E      |
| 9:00 a.m.  | L       | C       | L         | C        | C      |
|            | D       | H       | D         | H        | H      |
| 10:00 a.m. | I       | A       | I         | A        | A      |
|            | N       | N       | N         | N        | N      |
| 11:00 a.m. | G       | I       | G         | I        | I      |
|            |         | C       |           | C        | C      |
|            |         | S       |           | S        | S      |
| 12:00 p.m. | "LUNCH" |         |           |          |        |
| 1:00 p.m.  | REVIEW  |         | REVIEW    | M        | REVIEW |
|            |         | A       |           | A        |        |
| 2:00 p.m.  | —       | R       | —         | T        | —      |
|            | E.*     | I       | E.*       | H        | E.     |
| 3:00 p.m.  |         | C       |           |          |        |
|            | S.      | E       | S.        |          | S.     |
| 4:00 p.m.  |         |         |           |          |        |
|            | L.      | REVIEW  | L.        | REVIEW   | L.     |
| 5:00 p.m.  |         |         |           |          |        |

\*English as a second language

nh

5/29/79

SECOND SEMESTER

|            | MONDAY  | TUESDAY                                                       | WEDNESDAY | THURSDAY | FRIDAY |
|------------|---------|---------------------------------------------------------------|-----------|----------|--------|
| 8:00 a.m.  | W       | M                                                             | W         | M        | W      |
| 9:00 a.m.  | E       | E                                                             | E         | E        | O      |
|            | L       | C                                                             | L         | C        | R      |
| 10:00 a.m. | D       | H                                                             | D         | H        | K      |
|            | I       | A                                                             | I         | A        | S      |
| 11:00 a.m. | N       | N                                                             | N         | N        | I      |
|            | G       | I                                                             | G         | I        | T E    |
|            |         | C                                                             |           | C        | E X    |
|            |         | S                                                             |           | S        | P      |
| 12:00 p.m. | "LUNCH" |                                                               |           |          | E      |
| 1:00 p.m.  | REVIEW  |                                                               | REVIEW    | M        | R      |
| 2:00 p.m.  | —       | S<br>A<br>G<br>R<br>I<br>C<br>U<br>L<br>T<br>U<br>R<br>A<br>L | —         | A        | I      |
|            | E.*     | E<br>N<br>C<br>E                                              | E.*       | T        | E      |
| 3:00 p.m.  |         |                                                               |           | H        | N      |
|            | S.*     |                                                               | S.*       |          | C      |
| 4:00 p.m.  |         |                                                               |           |          | E      |
|            | L.*     | REVIEW                                                        | L.*       | REVIEW   |        |
| 5:00 p.m.  |         |                                                               |           |          |        |

nh

5/29/79

CPR

22DEC80

|            | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|------------|--------|---------|-----------|----------|--------|
| 8:00 a.m.  |        |         |           |          |        |
| 9:00 a.m.  | C      |         |           |          |        |
|            | A      |         |           |          |        |
|            | R      |         |           |          |        |
| 10:00 a.m. | D      |         |           |          |        |
|            | I      |         |           |          |        |
| 11:00 a.m. | O R    |         |           |          |        |
|            | P E    |         |           |          |        |
|            | U S    |         |           |          |        |
| 12:00 p.m. | L U    | "LUNCH" |           |          |        |
| 1:00 p.m.  | M S    |         |           |          |        |
|            | O C    |         |           |          |        |
| 2:00 p.m.  | N I    |         |           |          |        |
|            | A T    |         |           |          |        |
| 3:00 p.m.  | R A    |         |           |          |        |
|            | Y T    |         |           |          |        |
|            | I      |         |           |          |        |
| 4:00 p.m.  | O      |         |           |          |        |
|            | N      |         |           |          |        |
| 5:00 p.m.  |        |         |           |          |        |

nh

5/29/79

FIRST AID

|            | 21DEC82<br>MONDAY | 22DEC81<br>TUESDAY | 23DEC81<br>WEDNESDAY | THURSDAY | FRIDAY |
|------------|-------------------|--------------------|----------------------|----------|--------|
| 8:00 a.m.  |                   | F I R S T          |                      |          |        |
| 9:00 a.m.  |                   |                    |                      |          |        |
| 10:00 a.m. |                   |                    |                      |          |        |
| 11:00 a.m. |                   |                    |                      |          |        |
| 12:00 p.m. |                   |                    | "LUNCH"              |          |        |
| 1:00 p.m.  |                   |                    |                      |          |        |
| 2:00 p.m.  |                   |                    |                      |          |        |
| 3:00 p.m.  | A                 | I                  | D                    |          |        |
| 4:00 p.m.  |                   |                    |                      |          |        |
| 5:00 p.m.  |                   |                    |                      |          |        |

nh

5/26/79



CFR

|            | 28DEC61<br>MONDAY | 29DEC61<br>TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|------------|-------------------|--------------------|-----------|----------|--------|
| 8:00 a.m.  |                   |                    |           |          |        |
|            | C                 |                    |           |          |        |
| 9:00 a.m.  | A                 |                    |           |          |        |
|            | R                 |                    |           |          |        |
| 10:00 a.m. | D                 |                    |           |          |        |
|            | I                 |                    |           |          |        |
|            | O                 | R                  |           |          |        |
| 11:00 a.m. | P                 | E                  |           |          |        |
|            | U                 | S                  |           |          |        |
|            | L                 | U                  |           |          |        |
| 12:00 p.m. |                   |                    | "LUNCH"   |          |        |
| 1:00 p.m.  | M                 | S                  |           |          |        |
|            | O                 | C                  |           |          |        |
| 2:00 p.m.  | N                 | I                  |           |          |        |
|            | A                 | T                  |           |          |        |
|            | R                 | A                  |           |          |        |
| 3:00 p.m.  | Y                 | T                  |           |          |        |
|            |                   | I                  |           |          |        |
| 4:00 p.m.  |                   | O                  |           |          |        |
|            |                   | N                  |           |          |        |
| 5:00 p.m.  |                   |                    |           |          |        |

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5/29/79

#### IX. PARTICIPANT SUPPORTIVE SERVICES

List the participant supportive services to be provided to eligible project participants, the funding source(s), and payment system.

##### Allowance Payments

FY 80-81: (4.5%) Below 70% LLSIL: CETA II-B  
(27.3%) Between 70-85% LLSIL: CWETA (EDD)  
(68.2%) Above 85% LLSIL: Unemployment Insurance (UI)

FY 81-82: (20%) CETA II-C (Yolo County Manpower)  
(20%) Below 85% LLSIL: CWETA (Yolo County Manpower)  
(60%) Unemployment Insurance (EDD)

##### CETA II-B (II-C) funds (4.5% of Clients) (20% of clients)

The participants will receive allowance payments standard participant payment system operated by the prime sponsor for CETA programs. This system has been approved by the Department of Labor, provides standard policies and documentation for the disbursal of funds, and is provided through a subcontract with the Bank of America. Transportation payments for these clients will be based on the transportation payment policies for Manpower Clients.

##### CWETA funds (27.3% of clients) (20% of clients)

Allowance payments for these clients will be made through the EDD (CETA Prime Sponsor). Transportation costs will be paid at \$2/day (excluding worksite training days) to both CWETA funded clients and Unemployment Insurance collecting clients.

##### Unemployment Insurance (68.2% of clients) (60% of clients)

The client population being served by this program perennially uses U.I. benefits during this time of the year.

##### Other supportive services

Participant support services shall be provided throughout the program operation by the Agricultural Training Specialist.

Supportive Services to be provided include coordination efforts, on behalf of individual participants, with other agencies, such as EDD, emergency food and/or clothing, legal aid, child care, and mental health; training retention counseling; career exploration and development; job seeking skills training; and provision of other supportive services designed to increase the participant's stability in and commitment to training.

The Agricultural Training Specialist shall insure participant referral to the community college and Employment Development Department for services funded out of educational and SESA resources, when services provided by these agencies most appropriately meet the needs of the participants.

## XI. MONITORING AND EVALUATION

Describe the plans of the project administrator to monitor the progress of the project in terms of the objectives established in the Work Plan (VII B). Evaluation of the project will be conducted by an independent evaluator.

EDD will be the official monitor for the program.

Evaluation of the program will be arranged for after program approval. In addition, the project administrator shall monitor the progress of the project through the advisory capacity of a committee influential in developing the program concept:

- 1) The Yolo County Vocational Education Coordinating Committee composed of the community college, adult education, regional occupation program, CETA Prime Sponsor, Department of Rehabilitation, and EDD.

YC-VECC shall receive progress reports at each meeting regarding the plan vs actual accomplished goals, and shall approve all recommendations for corrective action.

In addition, support documents shall be maintained by the project administrator and monthly reports shall be prepared highlighting all problem-areas. Technical assistance shall be recruited from various levels to develop recommendations for corrective action. All reports will be immediately submitted to EDD for review, comments and coordination purposes.

XI  
PROJECT OPERATING PLAN

CCC No. 8100-0762

AGREEMENT NUMBER/MODIFICATION NUMBER

Page 1 of 3 Pages

November 3 1980 to August 31 1982

Project Period

November 3 1980 to June 30 1981

Plan Period on this Page

A.

| Planned Participant Information (Cumulative) | July-September 19 <u>80</u> |        |       | October-December 19 <u>80</u> |        |       | January-March 19 <u>81</u> |        |       | April-June 19 <u>81</u> |        |       |
|----------------------------------------------|-----------------------------|--------|-------|-------------------------------|--------|-------|----------------------------|--------|-------|-------------------------|--------|-------|
|                                              | Entry                       | Career | Total | Entry                         | Career | Total | Entry                      | Career | Total | Entry                   | Career | Total |
| 1. Total Enrollments                         | 0                           | 0      | 0     | 0                             | 22     | 22    | 0                          | 22     | 22    | 0                       | 22     | 22    |
| 2. Total Terminations                        | 0                           | 0      | 0     | 0                             | 0      | 0     | 0                          | 6      | 6     | 0                       | 20     | 20    |
| a. Employed or Upgraded                      | 0                           | 0      | 0     | 0                             | 0      | 0     | 0                          | 3      | 3     | 16                      | 16     | 16    |
| 3. Total Remaining (1-2)                     | N/A                         | 0      | 0     | N/A                           | 22     | 22    | N/A                        | 16     | 16    | N/A                     | 2      | 2     |

B.

| Planned Expenditures (Cumulative) | July-September 19 <u>80</u> |        |       | October-December 19 <u>80</u> |        |       | January-March 19 <u>81</u> |        |        | April-June 19 <u>81</u> |        |        |
|-----------------------------------|-----------------------------|--------|-------|-------------------------------|--------|-------|----------------------------|--------|--------|-------------------------|--------|--------|
|                                   | Entry                       | Career | Total | Entry                         | Career | Total | Entry                      | Career | Total  | Entry                   | Career | Total  |
| TOTAL FUNDS*                      | 0                           | 0      | 0     | 0                             | 4,758  | 4,758 | 0                          | 18,095 | 18,095 | 0                       | 30,000 | 30,000 |

\* From Budget Summary line 6, Column C.

XII.  
PROJECT OPERATING PLAN

CCC No. 8100-0762  
AGREEMENT NUMBER/MODIFICATION NUMBER

Page 2 of 3 Pages

November 3 1980 to August 31 1982  
Project Period

July 3 1980 to June 30 1982  
Plan Period on this Page

A.

| Planned Participant Information (Cumulative) | July-September 19 <u>81</u> |        |       | October-December 19 <u>81</u> |        |       | January-March 19 <u>82</u> |        |       | April-June 19 <u>82</u> |        |       |
|----------------------------------------------|-----------------------------|--------|-------|-------------------------------|--------|-------|----------------------------|--------|-------|-------------------------|--------|-------|
|                                              | Entry                       | Career | Total | Entry                         | Career | Total | Entry                      | Career | Total | Entry                   | Career | Total |
| 1. Total Enrollments                         | 0                           | 22     | 22    |                               | 44     | 44    | 0                          | 44     | 44    | 0                       | 44     | 44    |
| 2. Total Terminations                        | 0                           | 22     | 22    |                               | 22     | 22    | 0                          | 28     | 28    | 0                       | 42     | 42    |
| a. Employed or Upgraded                      | 0                           | 18     | 18    |                               | 18     | 18    | 0                          | 21     | 21    | 0                       | 34     | 34    |
| 3. Total Remaining (1-2)                     | N/A                         | 0      | 0     |                               | 22     | 22    | N/A                        | 16     | 16    | N/A                     | 2      | 2     |

B.

| Planned Expenditures (Cumulative) | July-September 19 <u>81</u> |        |        | October-December 19 <u>81</u> |        |        | January-March 19 <u>82</u> |        |        | April-June 19 <u>82</u> |        |        |
|-----------------------------------|-----------------------------|--------|--------|-------------------------------|--------|--------|----------------------------|--------|--------|-------------------------|--------|--------|
|                                   | Entry                       | Career | Total  | Entry                         | Career | Total  | Entry                      | Career | Total  | Entry                   | Career | Total  |
| TOTAL FUNDS*                      | 0                           | 33,000 | 33,000 | 0                             | 33,000 | 33,000 | 0                          | 69,000 | 69,000 | 0                       | 85,000 | 85,000 |

\*From Budget Summary line 6, Column C.

X.  
PROJECT OPERATING PLAN

CCC No. 8100-0762-Mod 2

AGREEMENT NUMBER/MODIFICATION NUMBER

Page 3 of 3 Pages

November 03 19 80 to August 31 19 82

Project Period

July 01 19 82 to August 31 19 82

Plan Period on this Page

A.

| Planned Participant Information (Cumulative) | July-September 19 <u>82</u> |        |       | October-December 19 _____ |        |       | January-March 19 _____ |        |       | April-June 19 _____ |        |       |
|----------------------------------------------|-----------------------------|--------|-------|---------------------------|--------|-------|------------------------|--------|-------|---------------------|--------|-------|
|                                              | Entry                       | Career | Total | Entry                     | Career | Total | Entry                  | Career | Total | Entry               | Career | Total |
| 1. Total Enrollments                         | 0                           | 44     | 44    |                           |        |       |                        |        |       |                     |        |       |
| 2. Total Terminations                        | 0                           | 44     | 44    |                           |        |       |                        |        |       |                     |        |       |
| a. Employed or Upgraded                      | 0                           | 36     | 36    |                           |        |       |                        |        |       |                     |        |       |
| 3. Total Remaining (1-2)                     | N/A                         | 0      | 0     |                           |        |       |                        |        |       |                     |        |       |

B.

| Planned Expenditures (Cumulative) | July-September 19 <u>82</u> |        |        | October-December 19 _____ |        |       | January-March 19 _____ |        |       | April-June 19 _____ |        |       |
|-----------------------------------|-----------------------------|--------|--------|---------------------------|--------|-------|------------------------|--------|-------|---------------------|--------|-------|
|                                   | Entry                       | Career | Total  | Entry                     | Career | Total | Entry                  | Career | Total | Entry               | Career | Total |
| TOTAL FUNDS*                      | 0                           | 88,627 | 88,627 |                           |        |       |                        |        |       |                     |        |       |

\*From Budget Summary line 6, Column C.

XIII.  
BUDGET SUMMARY

Yolo County Manpower Division

ORGANIZATION NAME

## A. Budget Summary

|                                    | ENTRY<br>(a) | CAREER<br>(b) | TOTAL<br>(A+B)<br>(c) | OTHER<br>FUNDING SOURCES<br>(d) | EDD<br>(e) |
|------------------------------------|--------------|---------------|-----------------------|---------------------------------|------------|
| 1. Worksite Training               | 0            | 21,993        | 21,993                | 6,544                           |            |
| 2. Classroom Instruction           | 0            | 15,000        | 15,000                | ADA                             |            |
| 3. Instructor Retraining           | 0            | 0             | 0                     | 0                               |            |
| 4. Participant Supportive Services | 0            | 13,878        | 13,878                | 18,938                          | 15,847     |
| 5. Other Deliverers of Services    | 0            | 37,660 + 96   | 37,660 + 96           | 44,486 +                        | 8,946      |
| 6. TOTAL                           | N/A          | 88,627        | 88,627                | 69,968                          | 24,793     |

B. Enter below the fiscal year and the amount of funds planned to be expended during that year. (Refer to Project Operating Plan.)

1. Fiscal Year ending June 30, 19 81 \$ 30,000

2. Fiscal Year ending June 30, 19 82 \$ 55,000

3. Fiscal Year ending June 30, 19 83 \$ 3,627

4. TOTAL FUNDS (1 + 2 + 3)

(This total is the same amount as shown on line 6 Column C above)

\$ 88,627



XIV. WORKSITE TRAINING  
BUDGET DETAIL  
(ADDED COSTS TO EMPLOYERS)

2.1  
(cont. 10)  
☐ ENTRY  
☒ CAREER.

FISCAL YEAR 1980-1981: COST DETAIL PER PARTICIPANT

|                        | <u>CWETA COST</u> | <u>IN-KIND</u> |
|------------------------|-------------------|----------------|
| 1. Alejandro Fernandez | \$ 0.....         | 920            |
| 2. Gabriel Reyna       | 0.....            | 920            |
| 3. Marcelino Vargas    | 0.....            | 0              |
| 4. Armando Jurado      | 0.....            | 0              |
| 5. Marcelino Marquez   | 0.....            | 0              |
| 6. Roberto Cardenas    | 600.....          | 90             |
| 7. Oscar Gonzalez      | 590.....          | 100            |
| 8. Martin Gonzalez     | 600.....          | 90             |
| 9. Rigoberto Hernandez | 700.....          | 82             |
| 10. Antonio Verdin     | 640.....          | 280            |
| 11. Jorge Guzman       | 640.....          | 280            |
| 12. Rosario Guzman     | 640.....          | 280            |
| 13. Artemio Carinio    | 510.....          | 134            |
| 14. Manuel Quintana    | 695.....          | 133            |
| 15. Arturo Ballesteros | 649.....          | 133            |
| 16. Benjamin Chavez    | 608.....          | 100            |
| 17. Jimmy Brian Rake   | 59.....           | 5              |
| 18. Antonio Diaz       | 86.....           | 7              |
| TOTAL:                 | <u>\$ 7,017</u>   | <u>3,554</u>   |

FY 80-81: Included as  
reference.

XIV. WORKSITE TRAINING  
BUDGET DETAIL  
(ADDED COSTS TO EMPLOYERS)  
SUMMARY

2.1  
(cont. 10)

☐ ENTRY  
☐ CAREER

A. Worksite Training Costs

Estimated Increased Cost Attributable to Worksite Training

1. Supervision \$ IN-KIND
2. Maintaining Training Records IN-KIND
3. Monitoring Training IN-KIND

4. Reduced Production Time (during Worksite Training)

(Participants x Hourly Wage x Hours of Worksite Training x % of Nonproductivity)

$$\underline{18} \times \underline{4.00} \times \underline{416} \times \underline{50} = \underline{14,976}$$

5. Wage Replacement

(Participants x Hourly Wage x Hours of Release Time)

$$\underline{\hspace{2cm}} \times \$ \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} = \underline{0}$$

$$\underline{\hspace{2cm}} \times \$ \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} = \underline{0}$$

\*Total Wage Replacement \$ 0

6. Others (attach itemized list) 0

7. Subtotal \$ 14,976

8. Indirect Costs (not to exceed 10% of line A.7.) 0

9. Subtotal Training Costs (A.7.+A.8.) 14,976

10. Project Administration (attach detail) 0

11. Evaluation 0

12. Total Training Costs (A.9.+A.10.+A.11.)

Enter total on Budget Summary A.1.(a.) for Entry and A.1.(b.) for Career

FY 80-81\*: \$7,017 + FY 81-82: 14,976 =

\$ 21,993

B. Reimbursement Rate as Percentage of Participant Wages Paid

1. Total Estimated Participant Wages

(Number of Participants x Hourly Wage x Hours of Worksite Training)

a. 18 x 4.00 x 416 = \$ 29,952

b.            x            x            = \$           

c.            x            x            = \$           

d. Total (B.1.a.+B.1.b.+B.1.c.) \$ 29,952

2. Divide Increased Costs by Participants' Wages

A.9.  
B.1.d.

60 %

C. Cash and In-Kind Contribution (attach itemized list)

\$ 6,544

FY 80-81\*: \$3,554 + FY 81-82: \$2,995 (10% of wage A1-3) = 6,544

\*See XIV-1 for detail

☐ ENTRY  
☒ CAREER

# XV. CLASSROOM INSTRUCTION BUDGET DETAIL

(Costs to Local Educational Agencies or Other Classroom Training Providers)

## A. Salaries

## 1. Instructors

Job Classification  
No. x Rate x Time

a. Instructors--292 hrs @ 14.50/hr \$4,234.00  
 b. Inst. Prep.--10 hrs/wk x 17 wks= 2,465.00  
 170 hrs @ 14.50/hr  
 c. \_\_\_\_\_  
 d. Subtotal Salaries - Instructors \$6,699.00

## 2. Other Staff

Job Classification  
No. x Rate x Time

a. \$ \_\_\_\_\_  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. Subtotal Salaries - Other Staff \$ \_\_\_\_\_

See XV-4--District Matching Costs

3. Total Salaries (A.1.d. + A.2.d.)

\$ 6,699.00

## B. Fringe Benefits

## 1. Instructors

Rate x Base

a. \$ \_\_\_\_\_  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. Subtotal Fringe Benefits - Instructors \$ \_\_\_\_\_

## 2. Other Staff

Rate x Base

a. \$ \_\_\_\_\_  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. Subtotal Fringe Benefits - Other Staff \$ \_\_\_\_\_

2. Total Fringe Benefits (B.1.d. + B.2.d.)

\$ -0-

XV. CLASSROOM INSTRUCTION  
BUDGET DETAIL (Continued)

2.1  
(cont. 12)

☐ ENTRY  
☒ CAREER

C. Direct Costs

| <u>Expense Code</u>  | <u>Title</u>                                                        |           |
|----------------------|---------------------------------------------------------------------|-----------|
| 4000                 | Books *, Supplies, and Equipment Replacements**<br>(provide detail) |           |
|                      | Text Books                                                          | \$ 346.54 |
| Equipment allowance: | 1/5 x 50,678 x $\frac{292}{2400}$                                   | 1,233.16  |
|                      | Other Books                                                         |           |
|                      | Instructional Supplies                                              | 5,500.00  |
|                      | Calculators                                                         |           |
|                      | Noninstructional Supplies                                           | 100.00    |

5000

Other Operating Expenses and Services

Personal Services (provide detail on attached sheet)

a. Evaluation \$ \_\_\_\_\_

b. Other \_\_\_\_\_

Travel, Conference and Mileage Expenses -- 500 miles @ 105.00

Utilities and Housekeeping Services \$ .21/mile = 425.00

\$25/week x 17 weeks

Rents, Leases, and Repairs 591.30

Use of facility: 4,860 x  $\frac{292}{2400}$

Other Services and Expenses for Administration District-wide (not to exceed 10% of A.3)

Subtotal Direct Costs

\$ \_\_\_\_\_

D. Subtotal Training Costs (A.3.+B.3.+C)

\$ 8301.00

E. Less Income from Other Sources:

1. State Apportionment and Local Tax Revenue \*\*\* See XV-3 and 4

\_\_\_\_\_ ADA x \$ \_\_\_\_\_ Revenue/ADA = \$ \_\_\_\_\_

2. Allowance for Apprentice Education:

\_\_\_\_\_ clock hours x \$3.25 \_\_\_\_\_

3. \_\_\_\_\_

4. Subtotal

\$ 15,000

F. Total CWETA Training Costs (D less E.4)

G. Cash and Other In-Kind Match (attach itemized list) (see XV-3 & 4)

\$ 19,993.79

\* Books, supplies, etc. are to be provided by the participant. Certain training-related expenses are appropriate for trainees which are economically disadvantaged. These costs are to be budgeted under Participant Supportive Services.

\*\* Equipment replacement is not chargeable to CWETA. However, a use allowance may be charged under the "Equipment Allowance" section.

\*\*\* As defined in the instructions section.

☐ ENTRY  
☒ CAREER

XIV. CLASSROOM INSTRUCTION  
BUDGET DETAIL

(Costs to Local Educational Agencies or Other Classroom Training Providers)

A. Salaries YUBA COLLEGE WILL FILL THIS (DISTRICT MATCHING COSTS)

1. Instructors

Job Classification  
No. x Rate x Time

- |                                          |             |
|------------------------------------------|-------------|
| a. Supervision -- 20 days @ \$161.91/day | \$ 3,238.20 |
| b. Administration -- 6 days @ 198.89/day | 1,193.34    |
| c.                                       |             |
| d. Subtotal Salaries - Instructors       | \$ 4,431.54 |

2. Other Staff

Job Classification  
No. x Rate x Time

- |                                                       |             |
|-------------------------------------------------------|-------------|
| a. Job Development<br>10 hrs/wk x 22 wks x \$6.54 hr. | \$ 1,438.80 |
| b.                                                    |             |
| c.                                                    |             |
| d. Subtotal Salaries - Other Staff                    | \$ 1,438.80 |
| 3. Subtotal Salaries (A.1.d. + A.2.d.)                | \$ 5,870.34 |
| 4. Indirect Costs (not to exceed 10% of A.3.)         | \$ -0-      |
| 5. Total Salaries (A.3. + A.4.)                       | \$ 5,870.34 |

B. Fringe Benefits

1. Instructors

Rate x Base

- |                                           |           |
|-------------------------------------------|-----------|
| a. Supervision -- \$3,238.20 x 17.5%      | \$ 566.69 |
| b. Administration -- \$1,193.34 x 17.5%   | 208.84    |
| c.                                        |           |
| d. Subtotal Fringe Benefits - Instructors | \$ 775.53 |

2. Other Staff

Rate x Base

- |                                           |           |
|-------------------------------------------|-----------|
| a. Job Development -- \$1,438.80 x 17.5%  | \$ 251.79 |
| b.                                        |           |
| c.                                        |           |
| d. Subtotal Fringe Benefits - Other Staff | \$ 251.79 |

- |                                            |             |
|--------------------------------------------|-------------|
| 3. Total Fringe Benefits (B.1.d. + B.2.d.) | \$ 1,027.32 |
|--------------------------------------------|-------------|

XIV. CLASSROOM INSTRUCTION  
BUDGET DETAIL (Continued)

☐ ENTRY  
☒ CAREER

YUBA COLLEGE WILL FILL THIS

C. Nonpersonal Service (NPS) Cost (provide detail)

|                                                 |                     |
|-------------------------------------------------|---------------------|
| 1. Supplies                                     | \$ _____            |
| 2. Communications                               | _____               |
| 3. Equipment 1/5 of 50,578 - 1,233.16           | <u>8,902.44</u>     |
| 4. Premises 4,680 - 591.31                      | <u>4,088.69</u>     |
| 5. Travel -- 500 miles @ \$.21/mile             | <u>105.00</u>       |
| 6. Printing                                     | _____               |
| 7. Subcontracts                                 | _____               |
| 8. Evaluation                                   | _____               |
| 9. Other (list)                                 | _____               |
| a.                                              | _____               |
| b.                                              | _____               |
| 10. Subtotal NPS                                | \$ <u>13,096.13</u> |
| 11. Less Income from Other Sources <sup>1</sup> | - \$ _____          |
| 12. Total Nonpersonal Service Cost              | \$ <u>13,096.13</u> |

D. Total Training Costs (A.5. + B.2. + C.12.)

Enter Total on Budget Summary line A.2.(a) for Entry or line A.2.(b) for Career

\$ 19,993.79

E. Cash and In-Kind Contribution (attach itemized list)

\$ 19,993.79

<sup>1</sup> Includes all sources of income received, generated by or attributed to this project. These sources may include but are not limited to ADA, Basic Aid, Equalization Aid, State Aid, Incoming Transfers, Local, State, Federal, or private assistance or Student Purchasing credits.

## Employment Development Department-CWETA Funds

PAYMENT ORGANIZATION

Capitol Mall, MIC 38

ADDRESS

Sacramento, CA 95814

CITY

ZIP

2.1  
(cont. 15)☐ ENTRY☒ CAREER

## XVII.

## PARTICIPANT SUPPORTIVE SERVICES

For EDD Use Only -

Project Code No.

## A. Participant Allowances

(Participants x hourly wage x hours in classroom)

1. 6 x 3.10 x 272 (NOV-DEC) = \$ 5,059

2. 5.4 x 3.35 x 400 (JAN-MAR) = 7,236

3. A1 + A2 - (10% phase-in and phase-out) = \$12,295 - 10% =

4. Total Participant Allowances

\$ 11,066

## B. Child Care (Show calculation)

1. \$ -0-

2. \$ -0-

3. Total Child Care

\$ -0-

## C. Transportation

(Participants x days x \$2.00)

(8 x 80%) 1. 14.4 x 84 x 2.00 = \$ 2,419

(2 x 80%) 2. 1.6 x 34 x 2.00 = \$ 109

3. Total Transportation

\$ 2,528

## D. Relocation

1.

2.

3. Total Relocation

\$ -0-

FY 80-81: This page is included only as reference; CWETA Payment Unit paid for this directly and was not included in P.O.P.

## E. Training-Related/Work-Related Expenses

(i.e., books, uniforms, tools, etc.) Itemize

1. Overalls: \$28 x (80% of 20) = \$448

1b Books for first aid @ \$3 x 16 = \$48

2. Safety welding equipment &amp; basic mechanics tools:

\$122 x (80% of 18) = \$1,757

3. Total

\$ 2,253

## F. Total Participant Supportive Services

(A.4. + B.3. + C.3. + E.3.)

Enter Total on Budget Summary A.4.(a) for Entry and A.4.(b) for Career

\$ 15,847



☐ ENTRY  
☒ CAREER

ADDRESS

CWETA Funds

CITY

ZIP

Section A: 20% of the clients  
Section C & E: 80% of the clients  
XVII.

PARTICIPANT SUPPORTIVE SERVICES

For EDD Use Only -

Project Code No.

A. Participant Allowances

(Participants x hourly wage x hours in classroom)

1. 4.4 x 3.35 x 624 = \$ 9,198

2. (4 Workmen's Comp. 5.050255) = \$ 9,663

3. \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

4. Total Participant Allowances \$9,663 - 10% (phase-in and phase-out) \$ 8,697

B. Child Care (Show calculation)

1. \$ -0-

2. \$ -0-

3. Total Child Care \$ -0-

C. Transportation

(Participants x days x \$2.00)

1. 17.6 x 78 x 2.00 = \$ 2,746

2. \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

3. Total Transportation \$2,746 - 10% (phase-in and phase-out) \$ 2,471

D. Relocation

1. \_\_\_\_\_

2. \_\_\_\_\_

3. Total Relocation \$ -0-

E. Training-Related/Work-Related Expenses

(i.e., books, uniforms, tools, etc.) Itemize

1. Overall: \$28 x 17.6 = \$493

1b Books for first aid @ \$4 x 17.6 = \$70

2. Safety welding equipment and basic mechanics tools:

\$122 x 17.6 = \$2,147

3. Total \$ 2,710

F. Total Participant Supportive Services

(A.4. + B.3. + C.3. + E.3.)

Enter Total on Budget Summary A.4.(a) for Entry and A.4.(b) for Career

\$ 13,878

\*See XVII - 1

## Yolo County Manpower Division

PAYMENT ORGANIZATION

500 First Street

ADDRESS

Woodland, CA 95695

CITY

ZIP

2.1  
(cont. 15)☐ ENTRY☒ CAREER

For EDD Use Only -

Project Code

No.

XVII.  
PARTICIPANT SUPPORTIVE SERVICES

## A. Participant Allowances

(Participants x hourly wage x hours in classroom)

1. 4 x 3.10 x 272 (NOV-DEC) = \$ 3,373

2. 3.6 x 3.35 x 400 (JAN-MAR) = 4,824

A1 + A2 Workmen's Comp = \$8.197 + 5.05925% = \$8,612

3. Subtract 10% phase-in and phase-out (8,612-10%) = 7,751

## 4. Total Participant Allowances

\$ 7,751

## B. Child Care (Show calculation)

1. \$ -0-

2. \$ -0-

## 3. Total Child Care

\$ -0-

## C. Transportation

(Participants x days x \$2.00)

1. 3.6 x 84 x 2.00 = \$ 6.05

2. 0.4 x 34 x 2.00 = \$ 27

## 3. Total Transportation

\$ 632

## D. Relocation

1.

2.

## 3. Total Relocation

\$ -0-

## E. Training-Related/Work-Related Expenses

(i.e., books, uniforms, tools, etc.) Itemize

1. Overalls: \$28 x (20% of 20) = \$112

1b. Books for first aid @ \$3 x 4 = \$12

2. Safety Welding equipment and basic mechanic tools:

\$122 x (20% of 18) = \$439

## 3. Total

\$ 562

## F. Total Participant Supportive Services

(A.4. + B.3. + C.3. + E.3.)

Enter Total on Budget Summary A.4.(a) for Entry and A.4.(b) for Career

\$ 8,946

FY 80-81: This page is included only as reference and detail of the 1980-1981 fiscal year.

## Yolo County Manpower Division

PAYMENT ORGANIZATION

500 First Street

ADDRESS

Woodland, CA 95695

CITY

ZIP

2.1  
(cont. 15)☐ ENTRY☒ CAREER

For EDD Use Only --

Project Code

No.

XVII.  
PARTICIPANT SUPPORTIVE SERVICES  
CETA

## A. Participant Allowances

(Participants x hourly wage x hours in classroom)

$$1. \quad 4.4 \times 8.35 \times 624 = \$ 9,198$$

$$2. \quad (+ 5.05025\% \text{ Workmen's Comp.}) = 9,663$$

$$3. \quad \$9,663 - 10\% \text{ (phase-in and phase-out)} = 8,697$$

$$4. \quad \text{Total Participant Allowances} + \text{FY 80-81 } (\$7,751)^* =$$

\$ 16,448

## B. Child Care (Show calculation)

$$1. \quad \$ -0-$$

$$2. \quad \$ -0-$$

$$3. \quad \text{Total Child Care}$$

\$ -0-

## C. Transportation

(Participants x days x \$2.00)

$$1. \quad 4.4 \times 78 \times 2.00 = \$ 686$$

$$\$686 - 10\% \text{ (phase-in and phase-out)} = \$ 617$$

$$3. \quad \text{Total Transportation}$$

\$ 1,249

## D. Relocation

1.

2.

$$3. \quad \text{Total Relocation}$$

\$ -0-

## E. Training-Related/Work-Related Expenses

(i.e., books, uniforms, tools, etc.) Itemize

$$1. \quad \text{Overalls: } \$28 \times 4.4 = \$123$$

$$1b. \quad \text{Books for First Aid and CPR: } \$4 \times 4.4 = \$18$$

$$2. \quad \text{Safety welding equipment and basic mechanics tools:}$$

$$\$122 \times 4.4 = \$537$$

$$3. \quad \text{Total } \$678 + \text{FY 81-82 } (\$563)$$

\$ 1,241

## F. Total Participant Supportive Services

(A.4. + B.3. + C.3. + E.3.)

Enter Total on Budget Summary A.4.(a) for Entry and A.4.(b) for Career

$$\text{FY 80-81* } (\$8,946) + \text{FY 81-82 } (\$9,938) = \$18,938$$

\$ 18,938

\*For details of FY 80-81 see XVII - 3

☐ ENTRY  
☒ CAREERXVIII.  
OTHER DELIVERERS OF SERVICES

## A. Salaries and Wages

Job Classification No. x Rate x Time

|                                                               |              |
|---------------------------------------------------------------|--------------|
| 1. Agricultural Training Specialist                           | \$ 11,248    |
| \$1,406/month x 8 months                                      |              |
| 2. Bilingual Aide (CETA PSE or WE)                            | 6,318        |
| \$702/month x 9 months                                        |              |
| 3. Clerk Typist II                                            | 723          |
| \$803/month x 9 months x 10%                                  |              |
| 4.                                                            |              |
| 5.                                                            |              |
| 6. Subtotal                                                   | \$ 18,289    |
| 7. Indirect Costs (not to exceed 10% of A.6.)                 | \$ 1,828.90  |
| 8. Total Salaries, Wages, and Indirect Costs<br>(A.6. + A.7.) | \$ 20,117.90 |

## B. Fringe Benefits

Rate x Base

|                            |                          |             |
|----------------------------|--------------------------|-------------|
| 1. Social Security         | 6.13% x \$18,289         | \$ 1,121.12 |
| 2. Health Plan             | \$56 month x 17.9 months | 1,002.40    |
| 3. Retirement              | 10.904% x \$11,971       | 1,305.32    |
| 4. Others (list)           |                          |             |
| a. Workmen's Compensation: | .41% x \$18,289 =        | 74.98       |
| b. Unemployment Insurance: | .06% x \$18,289 =        | 109.73      |
| c.                         |                          |             |
| 5. Total Fringe Benefits   |                          | \$ 3,613.55 |

FY 80-81: This page is included  
only as a reference  
and detail of the  
1980-1981 fiscal year.

☐ ENTRY  
☒ CAREER

## YOLO COUNTY MANPOWER

 XVIII.  
 OTHER DELIVERERS OF SERVICES (Continued)

## C. Nonpersonal Service (NPS) Cost (provide detail)

|                                                  |                             |
|--------------------------------------------------|-----------------------------|
| 1. Supplies \$50/month x 9 months                | \$ 450                      |
| 2. Communications \$70/month x 9 months          | 630                         |
| 3. Equipment                                     | 0                           |
| 4. Premises \$150 x 9 months                     | 1,350 (CETA IN-KIND CONTR.) |
| 5. Travel 350 miles/month x \$.22/mi. x 9 mo.    | 693                         |
| 6. Printing 1000 copies/mo. x \$.06/copy x 9 mo. | 540                         |
| 7. Subcontracts                                  |                             |
| 8. Evaluation                                    |                             |
| 9. Other (list)                                  |                             |
| a. Postage: \$.15 x 100 x 9 months               | 135                         |
| b.                                               |                             |
| c.                                               |                             |

10. Total NPS Cost \$ 3,793

 TOTAL PROGRAM SUPPORT COSTS \$27,529.45 -  
 \$8,623 (IN-KIND Bilingual Aide and Premises)

## D. Total Program Support Costs (A.8. + B.6. + C.10.)

 Enter Total on Budget Summary A.5.(a). for Entry and A.5.(b). for  
 Career

 \$18,906.45 (CWETA  
 Cost)

## E. Cash and In-Kind Contribution (attach itemized list)

\$19,128

- Participant supportive services: \$8,946
- Caterpillar D6 Tractor: 46 days x 8 hours/day x \$24/hour = \$8,832
- Nonpersonal Service C-4 (PREMISES): \$150/month x 9 months = \$1,350
- TOTAL CASH AND IN-KIND CONTRIBUTION BY CETA = \$19,128

 FY 80-81: This page is included  
 only as a reference  
 and detail of the  
 1980-1981 fiscal year.

☐ ENTRY  
☐ CAREER

 XVIII.  
 OTHER DELIVERERS OF SERVICES

## A. Salaries and Wages

Job Classification No. x Rate x Time

- |                                                               |           |
|---------------------------------------------------------------|-----------|
| 1. Agricultural Training Specialist                           | \$ 10,984 |
| \$1373/mo (TC II, step B, bilingual) x 8 months               |           |
| 2. Clerk Typist II                                            | 843       |
| \$843/month x 10 months x 10%                                 |           |
| 3.                                                            |           |
| 4.                                                            |           |
| 5.                                                            |           |
| 6. Subtotal                                                   | \$ 11,827 |
| 7. Indirect Costs (not to exceed 10% of A.6.)                 | \$ 1,183  |
| 8. Total Salaries, Wages, and Indirect Costs<br>(A.6. + A.7.) | \$ 13,010 |

## B. Fringe Benefits

Rate x Base

- |                                            |          |
|--------------------------------------------|----------|
| 1. Social Security 6.7% x 11,827           | \$ 792   |
| 2. Health Plan \$118.68/month x 9          | 1,068    |
| 3. Retirement 10.904% x \$11,817           | 1,290    |
| 4. Others (list)                           |          |
| a. Workmen's Compensation: .42% x \$11,827 | 48       |
| b. Unemployment Insurance: .06% x \$11,827 | 71       |
| c.                                         |          |
| 5. Total Fringe Benefits                   | \$ 3,269 |

XVIII.  
 OTHER DELIVERERS OF SERVICES (Continued)

## C. Nonpersonal Service (NPS) Cost (provide detail)

|                                                     |         |
|-----------------------------------------------------|---------|
| 1. Supplies \$50/month x 9 months                   | \$ 450  |
| 2. Communications \$70/month x 9 months             | 630     |
| 3. Equipment                                        |         |
| 4. Premises                                         | IN-KIND |
| 5. Travel 350 miles/month x .22/mi. x 9 months      | 693     |
| 6. Printing 1000 copies/mo. x \$.06/copy x 9 months | 540     |
| 7. Subcontracts                                     |         |
| 8. Evaluation                                       |         |
| 9. Other (list)                                     |         |
| a. Postage: \$.18 x 100 x 9 months                  | 162     |
| b.                                                  |         |
| c.                                                  |         |

## 10. Total NPS Cost

\$ 2,475

FY 80-81: 18,906

FY 81-82: 18,754

## D. Total Program Support Costs (A.8. + B.6. + C.10.)

Enter Total on Budget Summary A.5.(a). for Entry and A.5.(b). for Career

\$ 37,660

## E. Cash and In-Kind Contribution (attach itemized list)

\$ 44,486

- FY 81-82:
1. Participant Supportive Services: \$8,932
  2. Caterpillar D6 Tractor: 73 days x 8 hours/day x \$29/hour = \$14,016
  3. Nonpersonal Service C-4 (premises): \$150/month x 9 months = \$1,350
  4. Total Cash & IN-KIND Contribution by CETA = \$25,358

FY 80-81\* (\$19,128) + FY 81-82 (\$25,358) = \$44,486

\*See XVIII - 2



☐ ENTRY  
☒ CAREERXVIII.  
OTHER DELIVERERS OF SERVICES

## THE AMERICAN RED CROSS

## A. Salaries and Wages

Job Classification No. x Rate x Time1. Cardiopulmonary Resuscitation Instructor @ \$100 (IN-KIND contribution)  
\$10/hour x 8 hours; +25% preparation time

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. Subtotal \$100

7. Indirect Costs (not to exceed 10% of A.6.) \$ 0

8. Total Salaries, Wages, and Indirect Costs  
(A.6. + A.7.)

\$100 (IN-KIND)

## B. Fringe Benefits

Rate x Base

1. Social Security \$ 0

2. Health Plan 0

3. Retirement 0

4. Others (list)

a. 0

b. 0

c. 0

5. Total Fringe Benefits \$ 0

FY 80-81: Included  
as  
Reference

☐ ENTRY  
☒ CAREERXVIII.  
OTHER DELIVERERS OF SERVICES (Continued)

## THE AMERICAN RED CROSS

## C. Nonpersonal Service (NPS) Cost (provide detail)

|                                   |      |
|-----------------------------------|------|
| 1. Supplies                       | \$ 0 |
| 2. Communications                 | 0    |
| 3. Equipment                      | 0    |
| 4. Premises (\$2/hours x 8 hours) | 16   |
| 5. Travel                         | 0    |
| 6. Printing                       | 0    |
| 7. Subcontracts                   | 0    |
| 8. Evaluation                     | 0    |
| 9. Other (list)                   |      |
| a.                                | 0    |
| b.                                | 0    |
| c.                                | 0    |

## 10. Total NPS Cost

Total Program Support Costs \$116 -  
IN-KIND contribution \$100 =

\$ 16

## D. Total Program Support Costs (A.8. + B.6. + C.10.)

Enter Total on Budget Summary A.5.(a). for Entry and A.5.(b). for  
Career

\$ 16

## E. Cash and In-Kind Contribution (attach itemized list)

\$ 100

## 1. Instructors @ 100

FY 80-81: Included  
as  
Reference

☐ ENTRY  
☒ CAREER

 XVIII.  
 OTHER DELIVERERS OF SERVICES

## A. Salaries and Wages

Job Classification No. x Rate x Time

- |                                                               |             |
|---------------------------------------------------------------|-------------|
| 1.                                                            | \$ _____    |
| 2.                                                            | _____       |
| 3.                                                            | _____       |
| 4.                                                            | _____       |
| 5.                                                            | _____       |
| 6. Subtotal                                                   | \$ _____    |
| 7. Indirect Costs (not to exceed 10% of A.6.)                 | \$ _____    |
| 8. Total Salaries, Wages, and Indirect Costs<br>(A.6. + A.7.) | \$ <u>0</u> |

## B. Fringe Benefits

Rate x Base

- |                          |             |
|--------------------------|-------------|
| 1. Social Security       | \$ _____    |
| 2. Health Plan           | _____       |
| 3. Retirement            | _____       |
| 4. Others (list)         |             |
| a.                       | _____       |
| b.                       | _____       |
| c.                       | _____       |
| 5. Total Fringe Benefits | \$ <u>0</u> |

THE AMERICAN RED CROSS

2-1  
(cont. 17)  
☐ ENTRY  
☒ CAREER

XVIII.  
OTHER DELIVERERS OF SERVICES (Continued)

C. Nonpersonal Service (NPS) Cost (provide detail)

|                                 |          |
|---------------------------------|----------|
| 1. Supplies                     | \$ _____ |
| 2. Communications               | _____    |
| 3. Equipment                    | _____    |
| 4. Premises (\$2/hr. x 40 hrs.) | _____ 80 |
| 5. Travel                       | _____    |
| 6. Printing                     | _____    |
| 7. Subcontracts                 | _____    |
| 8. Evaluation                   | _____    |
| 9. Other (list)                 |          |
| a.                              | _____    |
| b.                              | _____    |
| c.                              | _____    |

10. Total NPS Cost FY 81-82 (\$80) + FY 80-81 (\$16) \$ 96

D. Total Program Support Costs (A.8. + B.6. + C.10.)

Enter Total on Budget Summary A.5.(a). for Entry and A.5.(b). for Career

96  
\$ \_\_\_\_\_

E. Cash and In-Kind Contribution (attach itemized list) \*

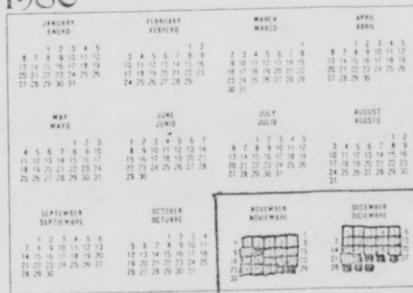
100  
\$ \_\_\_\_\_

\*(See FY 80-81: XVIII 5-6)

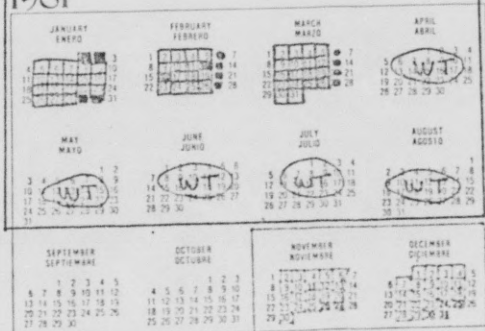
- ☐ = CLASSROOM TRAINING  
☒ = WORKSITE TRAINING  
☒ = ADMINISTRATIVE OR ACADEMIC HOLIDAY

No Mark= SATURDAYS OR SUNDAYS  
 WT = WORKSITE TRAINING MONTHS

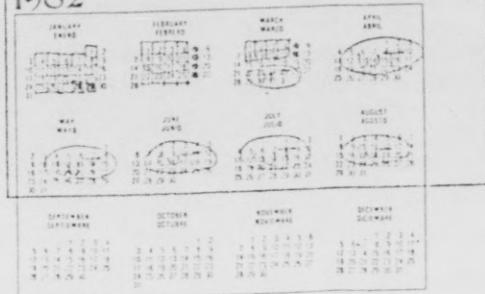
1980



1981



1982



Yolo County's farmworker skill development program has been a success. The California Worksite and Training Act (CWETA) funded program was administered by the Yolo County Manpower Division.

Thirteen growers in the county referred their best seasonal employees for upgrade training during the winter months when the farmworkers are normally unemployed. The farmworkers were trained through a combination of 624 hours of classroom training and 368 hours of worksite training.

Yuba Community College, Woodland Center, offered classes in welding, mechanics, agricultural science, math and English as a second language. The American Red Cross offered their class in cardiopulmonary resuscitation. Of the twenty-two farmworkers who were enrolled in the program, eighteen completed the classroom training portion of the program (November 80 - March 81).

After the termination of the classroom training portion of the program, the farmworkers returned to work with their respective employers. The purpose of worksite training is for the farmworkers to apply the general knowledge acquired in class to the specific situations and machinery encountered on the job. Growers were reimbursed for 368 hours of worksite training under an On-the-Job Training contract. The growers paid between 50% and 100% of their workers' salary.

Each grower agreed to either prolong the farmworkers' agricultural year, or increase their wage, or both, after the completion of classroom and worksite training. Sixteen of the participants who completed the classroom training are now back with the growers who referred them to the program. The other two farmworkers, referred by the Cooperativa Colonia Mexicana Unida, have found unsubsidized employment in the agricultural industry.

A flow chart of participant activities is included here for clarification.

FLOW CHART

Employed-----> Classroom Training-----> Classroom Training  
and Worksite Training  
-----> Worksite Training-----> Upgraded Unsubsidized Employment

The growers, the Yolo County Manpower staff, and the Employment Development Department CWETA staff are very pleased with the program. The CWETA staff has asked us to run the program again next year! An official evaluation of the program is currently being conducted by an independent evaluator from Butte Canyon Research Associates (Chico).

If you have any questions that I could clarify, please give me a call at (916) 666-8536. We also have material on the program, including comments on instruction for farmworkers, report cards, and a program report that might be of interest to you.

Margaret J. Sheldon  
Manpower Director



☐ ENTRY  
☒ CAREER

 XV. CLASSROOM INSTRUCTION  
 BUDGET DETAIL

(Costs to Local Educational Agencies or Other Classroom Training Providers)

## A. Salaries

## 1. Instructors

 Job Classification  
No. x Rate x Time

a. Instructors--292 hrs @ 14.50/hr \$4,234.00

b. Inst. Prep.--10 hrs/wk x 17 wks=  
170 hrs @ 14.50/hr 2,465.00

c. \_\_\_\_\_

d. Subtotal Salaries - Instructors \$6,699.00

## 2. Other Staff

 Job Classification  
No. x Rate x Time

a. \$ \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. Subtotal Salaries - Other Staff \$ \_\_\_\_\_

See XV-4--District Matching Costs

## 3. Total Salaries (A.1.d. + A.2.d.)

\$ 6,699.00

## B. Fringe Benefits

## 1. Instructors

Rate x Base

a. \$ \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. Subtotal Fringe Benefits - Instructors \$ \_\_\_\_\_

## 2. Other Staff

Rate x Base

a. \$ \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. Subtotal Fringe Benefits - Other Staff \$ \_\_\_\_\_

## 3. Total Fringe Benefits (B.1.d. + B.2.d.)

\$ -0-

XV. CLASSROOM INSTRUCTION  
BUDGET DETAIL (Continued)

2.1  
(cont. 12)

☐ ENTRY\*  
☒ CAREER

C. Direct Costs

| <u>Expense Code</u> | <u>Title</u>                                                                            |                      |
|---------------------|-----------------------------------------------------------------------------------------|----------------------|
| 4000                | Books*, Supplies, and Equipment Replacements**<br>(provide detail)                      |                      |
|                     | Text Books                                                                              | \$ 346.54            |
| Equipment           | allowance: $1/5 \times 50,678 \times \frac{292}{2400}$                                  | 1,233.16             |
|                     | Other Books                                                                             |                      |
|                     | Instructional Supplies                                                                  | 5,500.00             |
|                     | Calculators                                                                             |                      |
|                     | Noninstructional Supplies                                                               | 100.00               |
| 5000                | Other Operating Expenses and Services                                                   |                      |
|                     | Personal Services (provide detail on attached sheet)                                    |                      |
|                     | a. Evaluation                                                                           | \$ _____             |
|                     | b. Other                                                                                | _____                |
|                     | Travel, Conference and Mileage Expenses -- 500 miles @                                  | 105.00               |
|                     | Utilities and Housekeeping Services \$25/week x 17 weeks                                | \$ .21/mile = 425.00 |
|                     | Rents, Leases, and Repairs                                                              |                      |
| Use of facility:    | $4,860 \times \frac{292}{2400}$                                                         | 591.30               |
|                     | Other Services and Expenses for Administration District-wide (not to exceed 10% of A.3) |                      |
|                     | Subtotal Direct Costs                                                                   | \$ _____             |
| D.                  | Subtotal Training Costs (A.3.+B.3.+C)                                                   | \$ 8301.00           |
| E.                  | Less Income from Other Sources:                                                         |                      |
| 1.                  | State Apportionment and Local Tax Revenue*** See XV-3 and 4                             |                      |
|                     | _____ ADA x \$ _____ Revenue/ADA = \$ _____                                             |                      |
| 2.                  | Allowance for Apprentice Education:                                                     |                      |
|                     | _____ clock hours x \$3.25                                                              |                      |
| 3.                  |                                                                                         |                      |
| 4.                  | Subtotal                                                                                |                      |
| F.                  | Total CNETA Training Costs (D less E.4)                                                 | \$ 15,000            |
| G.                  | Cash and Other In-Kind Match (attach itemized list) (see XV-3 & 4)                      | \$ 19,993.79         |

\* Books, supplies, etc. are to be provided by the participant. Certain training-related expenses are appropriate for trainees which are economically disadvantaged. These costs are to be budgeted under Participant Supportive Services.

\*\* Equipment replacement is not chargeable to CNETA. However, a use allowance may be charged under the "Equipment Allowance" section.

\*\*\* As defined in the instructions section.

XIV. CLASSROOM INSTRUCTION  
BUDGET DETAIL

☐ ENTRY  
☒ CAREER

(Costs to Local Educational Agencies or Other Classroom Training Providers)

A. Salaries YUBA COLLEGE WILL FILL THIS (DISTRICT MATCHING COSTS)

1. Instructors

Job Classification  
No. x Rate x Time

a. Supervision -- 20 days @ \$161.91/day \$ 3,238.20

b. Administration -- 6 days @ 198.89/day 1,193.34

c. \_\_\_\_\_

d. Subtotal Salaries - Instructors \$ 4,431.54

2. Other Staff

Job Classification  
No. x Rate x Time

a. Job Development \$ 1,438.80  
10 hrs/wk x 22 wks x \$6.54 hr.

b. \_\_\_\_\_

c. \_\_\_\_\_

d. Subtotal Salaries - Other Staff \$ 1,438.80

3. Subtotal Salaries (A.1.d. + A.2.d.) \$ 5,870.34

4. Indirect Costs (not to exceed 10% of A.3.) \$ -0-

5. Total Salaries (A.3. + A.4.) \$ 5,870.34

B. Fringe Benefits

1. Instructors

Rate x Base

a. Supervision -- \$3,238.20 x 17.5% \$ 566.69

b. Administration -- \$1,193.34 x 17.5% 208.84

c. \_\_\_\_\_

d. Subtotal Fringe Benefits - Instructors \$ 775.53

2. Other Staff

Rate x Base

a. Job Development -- \$1,438.80 x 17.5% \$ 251.79

b. \_\_\_\_\_

c. \_\_\_\_\_

d. Subtotal Fringe Benefits - Other Staff \$ 251.79

3. Total Fringe Benefits (B.1.d. + B.2.d.) \$ 1,027.32

XIV. CLASSROOM INSTRUCTION  
BUDGET DETAIL (Continued)

☐ ENTRY  
☒ CAREER

YUDA COLLEGE WILL FILL THIS

C. Nonpersonal Service (NPS) Cost (provide detail)

|                                                 |                     |
|-------------------------------------------------|---------------------|
| 1. Supplies                                     | \$ _____            |
| 2. Communications                               | _____               |
| 3. Equipment 1/5 of 50,578 - 1,233.16           | <u>8,902.44</u>     |
| 4. Premises 4,680 - 591.31                      | <u>4,088.69</u>     |
| 5. Travel -- 500 miles @ \$.21/mile             | <u>105.00</u>       |
| 6. Printing                                     | _____               |
| 7. Subcontracts                                 | _____               |
| 8. Evaluation                                   | _____               |
| 9. Other (list)                                 | _____               |
| a.                                              | _____               |
| b.                                              | _____               |
| 10. Subtotal NPS                                | \$ <u>13,096.13</u> |
| 11. Less Income from Other Sources <sup>1</sup> | - \$ _____          |
| 12. Total Nonpersonal Service Cost              | \$ <u>13,096.13</u> |

D. Total Training Costs (A.5. + B.3. + C.12.)

Enter Total on Budget Summary line A.2.(a) for Entry or line A.2.(b) for Career

\$ 19,993.79

E. Cash and In-kind Contribution (attach itemized list)

\$ 19,993.79

<sup>1</sup> Includes all sources of income received, generated by or attributed to this project. These sources may include but are not limited to ADA, Basic Aid, Equalization Aid, State Aid, Incoming Transfers, local, State, Federal, or private assistance or Student Purchasing credits.

FILED

OCT 16 1981

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY Robert M. Cope  
DEPUTY

AGREEMENT NO. 81-243

(An Agreement for Caretaker's Services at Cache Creek Canyon Regional Park)

THIS AGREEMENT, made and entered into this 6th day of October, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and George and Eula Warner, hereinafter referred to jointly as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. On June 30, 1981, the parties hereto entered into Agreement No. 81-135.

AGREEMENTS:

1. Paragraph 2.D. of Agreement No. 81-135, is amended to read as follows:

2.D. To provide suitable housing including facilities for caretaker. To pay all property taxes imposed upon CONTRACTOR for CONTRACTOR's possessory interest in the County-owned real property at Cache Creek Canyon Regional Park. Payment by COUNTY to CONTRACTOR shall be made within a reasonable time after submission by CONTRACTOR to COUNTY of a receipt from the Yolo County Treasurer/Tax Collector for payment of said possessory interest taxes.

2. In all other respects, Agreement No. 81-135 is confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

COUNTY OF YOLO, a political subdivision  
of the State of California

BY Robert M. Black  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETE E. LUCAS, CLERK  
BOARD OF SUPERVISORS

BY Robert M. Cope  
DEPUTY  
(SEAL)

CONTRACTORS:

Dated: 10/12/81.

George A. Lehner  
GEORGE WARNER

Dated: 10/12/81.

Eula Warner  
EULA WARNER

OCT 8 1981

PETER LUCAS, COUNTY CLERK  
BOARD OF SUPERVISORS  
BY 8 DEPUTYAGREEMENT NO. 81-244

(An Agreement to Provide for Engineering Advice to the  
County of Yolo on Gravel Mining

THIS AGREEMENT, made and entered into this 6th day of October,  
1981, by and between the County of Yolo, a political subdivision of the State  
of California, hereinafter referred to as COUNTY, and Borcalli & Ensign,  
Consultant Engineers, hereinafter referred to as CONSULTANT,

WITNESSETH:

RECITALS:

1. COUNTY desires to retain the services of an expert in the area of the  
impact of gravel mining on water resources to advise it on regulatory  
matters.
2. COUNTY desires to employ the services of an expert in the area of the  
impact of gravel mining on water resources to serve on its Aggregate  
Technical Advisory Committee, hereinafter AGTAC.
3. CONSULTANT has the necessary technical expertise to advise COUNTY on  
these matters.

AGREEMENTS:

1. COUNTY employs CONSULTANT and CONSULTANT accepts the employment of COUNTY  
to advise the Board of Supervisors of COUNTY and its officers and agents  
as hereinafter provided.
2. CONSULTANT shall furnish and perform, in a workmanlike manner satis-  
factory to COUNTY, the following professional services, when requested by  
the Chairman of AGTAC:
  - A. Review each application for gravel mining and reclamation so as to  
identify and enable analysis of water-related issues to be



accomplished in the following phases:

(1) Consult with the AGTAC in identifying the particular water-related issues raised by the particular application.

(2) Discuss those issues with sufficient specificity to enable qualitative judgments to be drawn and/or to identify specific policy issues to be determined by the Board of Supervisors by COUNTY.

B. Investigate and discuss any water-related issues related to the implementation of the mining and reclamation ordinances.

C. Prepare written reports and make oral presentations to the Planning Commission and/or the Board of Supervisors of COUNTY.

D. Serve as a member of AGTAC.

3. For the services described in Section 2 of this agreement, CONSULTANT shall be paid on an hourly basis in accordance with the schedule attached hereto as Exhibit A. The maximum compensation payable by COUNTY to CONSULTANT under the terms of this Agreement shall not exceed \$6,000.00 per annum.

4. The compensation provided for in Paragraph 3 shall be paid to CONSULTANT on the following basis:

A. At the end of each calendar month, CONSULTANT shall submit to the Community Development Department of COUNTY a detailed statement setting forth the services rendered and the cost therefor, computed by reference to the rate schedule attached as Exhibit A to this agreement.

B. Said statement shall be reviewed by the AGTAC and, if appropriate,

///

certified as being reasonable charges for the services rendered.

C. After approval of the AGTAC, the Community Development Director of COUNTY shall forthwith submit a claim to the County Auditor/Controller for payment of said statement.

5. The term of this Agreement shall be one year commencing on the date of execution, unless sooner terminated pursuant to Paragraph 6 of this Agreement. This Agreement shall renew automatically from year to year for additional periods of one year on the anniversary date of this Agreement, unless either party shall give the other party thirty (30) days written notice of its intent to terminate this Agreement.

6. Either party may cancel or suspend work under this Agreement upon thirty (30) days written notice to the other party, or immediately after submission to COUNTY by CONSULTANT of any completed item of service specified in Paragraph 2 of this Agreement. In the event of cancellation or suspension, CONSULTANT shall immediately cease all work under this Agreement. Compensation shall be made to CONSULTANT for authorized services completed by the effective date of termination pursuant to the terms of this Agreement.

7. CONSULTANT agrees that it shall not discriminate in the employment of persons on account of race, color, sex, religion or national origin.

8. CONSULTANT shall exercise all of the care and judgment consistent with good practice in the performance of its work under this Agreement. CONSULTANT shall indemnify and hold harmless COUNTY, its officers, agents and employees, from and against any and all claims, liabilities, costs, damages or expenses, including reasonable attorneys' fees, as a result of any injury to persons or property resulting from the performance of this

- 1 Agreement.
- 2 9. This Agreement shall not be considered as giving exclusive authority to
- 3 CONSULTANT to perform any services related to the subject matter of this
- 4 Agreement.
- 5 10. All notices shall be deemed to have been given when made in writing and
- 6 delivered or mailed to the respective representatives of COUNTY and
- 7 CONSULTANT at their respective addresses as follows:

8 CONSULTANT

9 Borcalli & Ensign  
10 Consulting Engineers  
530 Bercut Drive, Suite 203  
11 Sacramento, CA 95814

12 COUNTY

13 Clerk of the Board of Supervisors  
725 Court Street, Room 104  
14 Woodland, CA 95695

- 15 11. The parties agree and acknowledge that CONSULTANT is, and shall be
- 16 construed to be, an independent contractor and not an employee of COUNTY
- 17 for all purposes related to services performed under this Agreement.
- 18 COUNTY shall exercise no control over CONSULTANT, except as to ultimate
- 19 result. CONSULTANT agrees to maintain in full force and effect a policy
- 20 or policies of workers' compensation insurance sufficient to fully
- 21 protect all employees of CONSULTANT.

22 / / /

23 / / /

24 / / /

25 / / /

26 / / /



FEE SCHEDULE  
(July 1, 1981 - December 31, 1981)

Salary, Benefits, and Administration

| <u>Staff Position</u> | <u>Rate \$/hr</u> |
|-----------------------|-------------------|
| Senior Engineer       | 55                |
| Junior Engineer       | 21.00 - 26.25     |
| Technician            | 10.50 - 17.50     |
| Draftsperson          | 17.50 - 22.75     |
| Technical Editor      | 8.75 - 17.50      |
| Consultants           | 45.00 - 65.00     |

Other Costs

| <u>Item</u>              | <u>Rate</u>  |
|--------------------------|--------------|
| Transportation           |              |
| Auto                     | \$ .22/mi    |
| Airline                  | actual costs |
| Subsistence              | actual costs |
| Reports and Reproduction | actual costs |

1 IN WITNESS WHEREOF, the parties have executed this Agreement the day and  
2 year first written above.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY

Robert M. Black  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

6 ATTEST:

7 PETE E. LUCAS, CLERK  
8 BOARD OF SUPERVISORS

9 BY

James C. Olson  
DEPUTY  
(SEAL)  
COUNTY OF YOLO

11 BORCALLI & ENSIGN

12 BY

Francis E. Borcalli  
FRANCIS E. BORCALLI

13  
14  
15 The undersigned Deputy Clerk  
16 of the Board of Supervisors  
17 certifies that pursuant to  
18 Section 53105 of the Govern-  
19 ment Code, delivery of this  
20 document has been made to the  
21 Chairman of the Board of  
22 Supervisors.

23 PETE E. LUCAS,  
24 CLERK OF THE BOARD  
25 OF SUPERVISORS.

James C. Olson  
Deputy

AGREEMENT NO. 81-245

AGREEMENT TO PROVIDE

OCT 9 1981

PROFESSIONAL CONSULTING SERVICES  
TO THE COUNTY OF YOLO

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]*  
DEPUTY

THIS AGREEMENT, entered into this 6th day of October 1981, and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter called the "Consultant") and the County of Yolo (hereinafter called the "County"),

WHEREAS, Article XIII B of the California State Constitution provides that counties may recover costs associated with carrying out programs mandated by the State of California,

WHEREAS, the County desires to obtain maximum reimbursement for costs incurred in carrying out State mandated programs,

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in determining the costs of governmental programs and in the submission of cost claims to the State of California, and

WHEREAS, the County desires to engage the Consultant to assist in developing, submitting, and negotiating cost claims pertaining to State mandated programs.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- (1) Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
- (2) Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
  - A. Prepare and submit adjustments to the County's estimated cost claims filed by the County for Fiscal Year 1980-81 in accordance with the State Controller's Office's September 1981 Claiming Instructions.
  - B. Review all funded mandates in the Controller's September 1981 Claiming Instructions and prepare and submit estimated cost claims for Fiscal Year 1981-82 where economically justified. Additionally, claims will be prepared and submitted when economically justified for funded mandates not previously claimed for Fiscal Year 1980-81. Workers' Compensation and claims submitted to the Secretary of State pertaining to elections are specifically excluded from all provisions of this agreement.
  - C. Monitor payment status of all claims submitted on behalf of the County pursuant to this Agreement.

- D. Represent the County in negotiations pertaining to claims submitted.
  - E. Represent the County for any claims audited by the State Controller's Office.
  - F. Provide expert consultation to the County in complying with the State mandated cost program.
- (3) Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion in order to best carry out the purposes of the agreement. All services required hereunder shall be completed by September 30, 1982, except that the term of this agreement may be extended beyond the completion date by mutual consent of the parties. Estimated claims for Fiscal Year 1981-82 and adjustments to actual costs for claims for Fiscal Year 1980-81 will be filed by October 31, 1981.
- (4) Compensation. The County agrees to pay the Consultant an amount equal to fifty percent (50%) of the first thirty thousand dollars even (\$30,000) of claims submitted and approved. Additionally the County shall pay the Consultant an amount equal to fifteen percent (15%) of all claims submitted, approved, and paid beyond the first thirty thousand dollars even (\$30,000) of claims submitted. In calculating the amount due to the Consultant, the Consultant shall receive full credit for all Fiscal Year 1981-82 estimated cost claims, full credit for new Fiscal Year 1980-81 actual cost claims submitted. And for claims in which estimated costs are adjusted to actual costs, the Consultant shall receive credit for the amount by which actual costs exceed estimated costs. Should an estimated cost exceed an actual cost, no credit or penalty will be taken by the Consultant.
- (5) Method of Payment. The County shall pay the Consultant seven thousand five hundred dollars even (\$7,500) upon the submission of the County's estimated claims for Fiscal Year 1981-82 and the adjustment to actual costs of Fiscal Year 1980-81 claims provided that this amount is less than that amount expected to be due as a result of the provisions described under Paragraph 4 above. The remaining fee shall be due to the Consultant upon receipt by the County of payment received from claims submitted in accordance with this agreement. If the fee pursuant to the first sentence of this paragraph is greater than 50 percent of the claims actually paid to the County, Consultant shall repay the difference to the County.
- (6) Changes. The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.



- (7) Services and Materials to be Furnished by the County. The County shall provide assistance in the accumulation of data within program areas to facilitate claims submission. The Consultant shall assume all data so provided to be correct.
- (8) Termination of Agreement. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- (9) Information and Reports. The Consultant shall, at such time and in form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
- (10) Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- (11) Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on in the County.
- (12) Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

- (13) Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- (14) Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (15) County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.
- (16) When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
- (17) Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- (18) Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the claim for whatever reason is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of claims submitted.
- (19) Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Yolo County, California  
Courthouse  
Woodland, California 95695

David M. Griffith and Associates,  
Ltd.  
5441 Fair Oaks Boulevard, Suite C-3  
Carmichael, California 95608

IN WITNESS WHEREOF, the County and the Consultant have executed  
this agreement as of the date first written above.

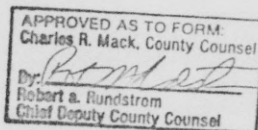
Robert N. Black  
By ROBERT N. BLACK, Chairman  
(Official)

ATTEST: PETE E. LUCAS, Clerk of the  
Board of Supervisors

Paula M. Cooper  
Deputy

David M. Griffith and Associates,  
Ltd.

By: Louis E. Chappuis  
Louis E. Chappuis  
Vice President



FILED

OCT 15 1981

CALIFORNIA DENTAL SERVICE

(A Not-for-profit Corporation)

P.O. Box 7736, San Francisco, California 94120

Group #3559

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY PAULA M. COOPER  
DEPUTY

APPLICATION FOR DENTAL CARE SERVICE CONTRACT

COUNTY OF YOLO: AGREEMENT NO. 81-246

herein sometimes called APPLICANT, hereby applies for a DENTAL CARE SERVICE CONTRACT with CALIFORNIA DENTAL SERVICE, herein called "CDS", on the following terms:

I. Applicant agrees to pay to CDS within ten days after receiving each monthly accounting the amount shown thereof as the full amount of dentists' statements paid or otherwise discharged by CDS plus \$1.62 per eligible employee to compensate CDS for its administration of the program.

II. Upon acceptance of this Application by CDS and payment by the Applicant of the Amount, specified in Section 5.01 of the Contract, the Effective Date of the Contract shall be 12:01 a.m., on the first day of August, 1981, and the Contract shall continue until terminated in accordance with the provisions therein.

III. Applicant designates a Group Representative, named below, who shall be responsible for providing to each Eligible Employee a copy of the Evidence of Coverage furnished to Applicant by CDS and for disseminating all notices delivered by CDS to Applicant affecting the rights of such employee under this Contract within a reasonable time but in no event later than thirty (30) days after receipt.

GROUP REPRESENTATIVE

FLOYD E. McCAIN, Director of Personnel

(Name)

725 Court Street  
Woodland, California 95695

(Address)

Date October 13, 1981

By Robert W. Blank

(Authorized Signature)

CHAIRMAN, Board of Supervisors

ATTEST: Pete E. Lucas, Clerk of the Board

By Paula M. Cooper

deputy

(Title)

By Floyd E. McCain

(Authorized Signature)

FLOYD E. McCAIN  
Director of Personnel

(Title)

APPROVED AS TO FORM:  
Charles R. Mack, County Counsel  
By Robert A. Erickson  
Chief Deputy County Counsel

## CALIFORNIA DENTAL SERVICE

(A Not-for-profit Corporation Incorporated in California and a Member of the Delta Dental Plans Association)

Home Office: P.O. Box 7736, San Francisco, California 94120  
(Herein Called "CDS")

Group # 3559

IN CONSIDERATION of the application named by COUNTY OF YOLO

\_\_\_\_\_, herein called APPLICANT, a copy of which is attached hereto and made a part of this Contract, and IN CONSIDERATION of payment by the APPLICANT of the dues as herein provided, CDS hereby agrees to provide the benefits described herein for a period of one (1) year(s) beginning at 12:01 a.m., Standard Time, on August 1, 1901, (herein called the Effective Date) and from year to year thereafter, unless this Contract is terminated as provided herein. Dues are payable by Applicant in advance of the Effective Date and thereafter as provided herein. This Contract is issued and delivered in the State of California, is governed by the laws thereof and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this contract as fully as if recited over the signatures hereto affixed.

IN WITNESS HEREOF, CDS has caused this Contract to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

### CALIFORNIA DENTAL SERVICE

By \_\_\_\_\_

*Dr. Jayant*  
CHAIRMAN OF THE BOARD

and

By \_\_\_\_\_

*Fred Inglin*  
ASS'T. VICE PRESIDENT/OPERATIONS

APPLICANT:

COUNTY OF YOLO  
Courthouse, Room 102  
Woodland, CA 95695

DESIGNATED AGENT

N/A

## ARTICLE I - DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- 1.01 "Applicant" means the Group or Employer for whose members or employees dental benefits are being provided.
- 1.02 "Eligible Employee" means any Employee who meets the conditions of eligibility outlined in Article II of this Contract.
- 1.03 "Eligible Dependent" means any of the dependents of an Employee who are eligible for benefits in accordance with the conditions of eligibility outlined in Article II of this Contract.
- 1.04 "Eligible Person" means an Employee or a dependent who meets the conditions of eligibility outlined in Article II of this Contract.
- 1.05 "Eligibility Date" means the date an Employee's eligibility for Benefits becomes effective under the terms of this Contract.
- 1.06 "Contract" means this agreement between CDS and Applicant including the Application of the Applicant for this Contract and the attached appendices, endorsements and riders, if any. This Contract constitutes the entire Contract between the parties.
- 1.07 "Effective Date" means the date stated in the acceptance of Application for this Contract as made a part hereof.
- 1.08 "Contract Term" means the period commencing on the Effective Date hereof and terminating on July 31, 1982, and each yearly period thereafter during which this Contract remains in effect.
- 1.09 "Contract Year" means the twelve-month period commencing on the Effective Date and each yearly period thereafter.
- 1.10 "Dentist" means a duly licensed dentist legally entitled to practice dentistry at the time and in the place services are performed.
- 1.11 "Participating Dentist" means a licensed dentist who is a member of CDS and has agreed to provide services in accordance with terms and conditions established by CDS.
- 1.12 "Procedure Numbers" means the Procedure Numbers, shown on Appendix "B" which is attached hereto and made a part of this Contract.

- 1.13 Each of the words in the term "Usual, Customary and Reasonable" as used herein shall have the following meanings:

USUAL - A usual fee is the fee regularly charged and received for a given service by an individual dentist, i.e., his own usual fee. If more than one fee is charged for a given service, the fee determined to be the usual fee shall not exceed the lowest fee which is regularly charged or which is offered to patients.

CUSTOMARY - A fee is customary when it is within the range of usual fees charged and received by dentists of similar training for the same service within the geographic area determined by CDS to be statistically relevant.

REASONABLE - A fee is reasonable if it is "usual" and "customary", or if it falls above "customary" and is justifiable due to a level of treatment superior to that customarily provided in the dentist's geographic area. Additionally, a specific fee to a specific patient is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

- 1.14 "Benefits" means those dental services which are available under the terms of this Contract as specified in Article IV.
- 1.15 "Single Procedure" means a dental procedure listed in Appendix "B" to which a separate Procedure Number is assigned, e.g., a three-surface amalgam restoration of a single permanent tooth (Procedure 613) or a complete maxillary denture, including adjustments for a six-month period following installation (Procedure 700).
- 1.16 "Dues" means amounts payable monthly by Applicant as provided in Article III, Paragraph 3.01.
- 1.17 "Prevailing Fee" is the fee for a Single Procedure which satisfies the majority of dentists in California, as determined by CDS based upon confidential fee listings accepted by CDS from Participating Dentists.



## ARTICLE II - ELIGIBILITY

- 2.01 Applicant shall compile and furnish to CDS on or prior to the first day of every month, commencing on the Effective Date, a list of all Eligible Employees, showing their Social Security Numbers, the dates of hire, and if applicable, the location code.
- 2.02 Applicant shall permit CDS, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of Applicant in order to verify the accuracy of lists of Eligible Employees prepared by Applicant and submitted to CDS and to verify Applicant's compliance with Article III of this Agreement.
- 2.03 Every employee and dependent who meets the following conditions of eligibility shall be considered an "Eligible Person", provided, however, that CDS shall not be obligated to provide benefits for any employee or his dependents, unless the employee is reported upon the list of Eligible Employees submitted pursuant to Section 2.01 of this Contract (or any revision or correction of such list), and the appropriate monthly payment is made pursuant to Article III of this Contract, for the month(s) in which covered dental services were provided.

Active Employees shall be included in sub-location 0001.

Employees of YOLO COUNTY HOUSING AUTHORITY shall be included in sub-location 0002.

Retirees shall be included in sub-location 0003.

CETA Employees shall be included in sub-location 0004.

Independent Contractors shall be included in sub-location 0005.

Effective August 1, 1981, all regular, permanent and probationary employees of COUNTY OF YOLO are eligible under the Dental Care Service Contract. All future permanent employees will become eligible on the first day of the month following date of hire with a minimum of twenty (20) hours in a bi-weekly pay period.

The Dependents of Eligible Employees are eligible on the first day of the month coincident with the employee or, thereafter, immediately upon attainment of dependent status. Dependents are lawful spouse and unmarried dependent children from birth to age 19 or to 23 if enrolled as full-time student in an accredited school, college or university. Children include step-children, adopted children and foster children, provided such children are dependent upon the employee for support and maintenance.

An unmarried child 19 years or over may continue to be eligible as a dependent if he is incapable of self-support because of physical handicap or mental incapacity that commenced prior to reaching age 19 and if he is chiefly dependent on the Eligible Employee for support and maintenance, provided proof of such handicap or incapacity and dependency is submitted within thirty-one (31) days after a request therefor by either CES or Applicant, and subsequently as may be required by either CES or Applicant, but not more frequently than annually after the handicapped or incapacitated and dependent child has attained age 21.

Dependents in military service are not eligible.

- 2.04 Employees whose participation in the dental program has been interrupted due to strike, layoff, or leave of absence, and who return to work in a position covered by this agreement, will become eligible on the first day of the month following the return to work, provided that the period of interruption from participation in the dental program has not exceeded six months. Such employees shall be considered as newly-hired employees with respect to the application of deductibles, maximum, and waiting periods. If an interruption from participation in the program exceeds six months, then such employees shall be considered newly-hired employees in every respect and must fulfill the eligibility requirements. Services provided during the period such employees were not eligible to participate in the program due to strike, layoff, or leave of absence shall not be covered by this contract.
- 2.05 Eligibility of employees shall terminate on the last day of the month in which full-time employment has terminated. Dependents shall remain eligible until the employee's eligibility terminates or until loss of dependent status whichever shall occur first. Eligibility shall, in any event, terminate immediately upon termination of this Contract.

#### ARTICLE III - MONTHLY PAYMENT

- 3.01 The amount payable under this Contract by Applicant to CDS, at the address shown on the cover page of this Contract, shall be as follows:
- Monthly, CDS will notify a bank of Applicant's choice of the amount of claims paid during that month. That bank will immediately transfer that amount plus \$1.62 per eligible employee to compensate CDS for its administration of the Dental Care Program provided hereby, to the bank of CDS' choice.
- 3.02 In the event that any governmental unit shall impose any new tax or assessment not now in effect, which is measured directly by the payments made to CDS by Applicant pursuant to the within Contract and similar payments by others, or in the event that the rate of any such tax or assessment now in effect should hereafter be increased, the amount which CDS is authorized to deduct pursuant to paragraph 3.01 shall be increased by the amount of such new tax or assessment which is directly applicable to such payment by Applicant under this Contract and by the additional amounts directly applicable to such payments by Applicant which result from any such increase in an existing tax or assessment.

#### ARTICLE IV - BENEFITS PROVIDED, LIMITATIONS AND EXCLUSIONS

- 4.01 Subject to the limitations and exclusions hereinafter set forth, the following services are benefits when provided by a Dentist and when necessary and customary as determined by the standards of generally accepted dental practice.

4.02 CDS shall pay or otherwise discharge 100% of the Dentists' Usual, Customary and Reasonable fees or of the fees actually charged, whichever is less, for the following Diagnostic and Preventive Benefits:

- Diagnostic - procedures to assist the Dentist in determining required dental treatment.
- Preventive - prophylaxis (cleaning)  
topical application of fluoride solution  
space maintainers

4.03 LIMITATIONS ON DIAGNOSTIC AND PREVENTIVE BENEFITS: The following limitations apply to Diagnostic and Preventive Benefits:

- a) Routine oral examinations and prophylaxis treatment shall not be provided more than twice each in any twelve month period while the patient is an Eligible Person under any CDS program.
- b) Unless special need is shown, full mouth x-rays are provided only after three years have elapsed following any prior provision of full mouth x-rays under any CDS program. Supplementary bite-wing (individual) x-rays are provided on request by the Dentist, but not more than once every six (6) months while the patient is an Eligible Person under any CDS program.

- 4.04 CDS shall pay or otherwise discharge 80 % of the Dentist's Usual, Customary and Reasonable fees or of the fees actually charged, whichever is less for the following Basic Benefits:

Oral Surgery — extractions and certain other surgical procedures, including pre-and post-operative care.  
Restorative — amalgam, synthetic porcelain and plastic restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay).  
Endodontic — treatment of the tooth pulp.  
Periodontic — treatment of gums and bones supporting teeth.

- 4.05 CDS shall pay or otherwise discharge 50 % of the Dentists' Usual, Customary and Reasonable fees or of the fees actually charged, whichever is less, for the following Crowns, Jackets and Cast Restorations Benefits:

Crowns, Jackets and Cast Restorations for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, synthetic porcelain or plastic restorations.

- 4.06 LIMITATION ON CROWNS, JACKETS AND CAST RESTORATIONS: The following limitation applies to Crowns, Jackets and Cast Restorations:

Crowns, Jackets and Cast Restorations will be replaced only after five (5) years have elapsed following any prior provision under any CDS program.

- 4.07 CDS shall pay or otherwise discharge 50 % of the Dentists' Usual, Customary and Reasonable fees or of the fees actually charged, whichever is less, for the following Prosthodontic Benefits:

Procedures for construction or repair of fixed bridges, partial or complete dentures.

- 4.08 LIMITATIONS ON PROSTHODONTIC BENEFITS: The following limitations apply to Prosthodontic Benefits:

- a) A patient shall be eligible for Prosthodontic Benefits only following such patient's continuous enrollment under this Contract for a period of N/A months.
- b) Prosthodontic appliances, including but not limited to fixed bridges and partial or complete dentures, will be replaced only after five years have elapsed following any prior provision of such appliances under any CDS Contract, except when CDS determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement will be made of a prosthodontic appliance not provided under a CDS Contract if it is unsatisfactory and cannot be made satisfactory.
- c) CDS will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture, up to a maximum fee allowance which is at least the Prevailing Fee for a standard denture. (A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.) The maximum allowance is revised periodically as dental fees change. Any denture and/or related service for which a charge is made which exceeds this allowance is considered an optional service, and the patient is responsible for the portion of the Dentist's fee in excess of the CDS allowance.
- d) Implants (artificial materials implanted into or on bone or soft tissue), or the surgical removal of implants, are not Benefits under this Contract. However, if implants are provided, CDS will allow the cost of a standard complete or partial denture toward the cost of implants and appliances constructed in association therewith. If CDS makes an allowance toward the cost of implants, CDS will not pay for any replacement placed within five years thereafter.

- 4.09 CDS shall provide Orthodontic Benefits in accordance with the Orthodontic Rider attached hereto as Appendix "C".

#### 4.12 GENERAL LIMITATIONS — OPTIONAL SERVICES

If an Eligible Person selects a more expensive plan of treatment than is customarily provided, or specialized techniques rather than standard procedures, CDS will pay the applicable percentage of the lesser fee and the patient is responsible for the remainder of the Dentist's fee. For example: a crown where a silver filling would restore the tooth or a gold crown where one constructed of semi-precious materials would restore the tooth, or a precision denture where a standard denture would suffice.

#### 4.13 EXCLUSIONS: The following services are not Benefits:

- a) Services for injuries or conditions which are compensable under Worker's Compensation or Employer's Liability Laws, services which are provided to the Eligible Person by any Federal or State Government Agency or are provided without cost to the Eligible Person by any municipality, county or other political subdivision, except as provided in Section 1373(a) of the California Health and Safety Code.
- b) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to cleft palate, maxillary and mandibular (upper and lower jaw) malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth), and anodontia (congenitally missing teeth).
- c) Services for restoring tooth structure lost from wear, for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to: equilibration and periodontal splinting.
- d) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.
- e) Prescribed Drugs, premedication or analgesia.
- f) Experimental Procedures.
- g) Prophylaxis, if the eligible patient has received two prophylaxes covered by the program in the immediately preceding eleven months.
- h) All hospital costs and any additional fees charged by the Dentist for hospital treatment.
- i) Charges for anesthesia, other than general anesthesia administered by a licensed Dentist in connection with covered oral surgery services.
- j) Extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- k) Services with respect to any disturbance of the temporomandibular joint (jaw joint).
- l) Orthodontic services (treatment of malalignment of teeth and/or jaws), except those services provided in accordance with the Orthodontic Rider attached hereto as Appendix "C".

- 4.14 In the absence of an amendment mutually agreed upon between Applicant and CDS, no change in Benefits shall be made during a Contract Term.

### ARTICLE V — DEDUCTIBLE, MAXIMUM AMOUNT & COORDINATION OF BENEFITS

- 5.01 CDS shall not be obligated to pay for or otherwise discharge, in whole or in part, the first \$ N/A ("deductible amount") of fees for services which are Benefits received by an Eligible Person during the term hereof and otherwise covered by this Contract, which fees shall be computed on the basis of the Dentist's Usual, Customary and Reasonable fees.

Such deductible amount shall not exceed \$ N/A for all Eligible Persons in a single family consisting of an Eligible Employee and his Eligible Dependents, as defined.

5.02 Such deductible amount shall apply: (Box checked if applicable)

- ☐ Once each calendar year or portion thereof during which the patient is continuously eligible under the Contract.
- ☐ Once during any period in which the patient is continuously eligible under this Contract.
- ☐ To all services except the following:

The amount an eligible patient pays for the foregoing services shall not be applied toward satisfying the deductible.

5.03 The maximum amount payable for Diagnostic and Preventive, Basic, Crowns, Jackets and Cast Restoration, and Prosthodontic Benefits provided to any Eligible Person in any calendar year shall be \$ 1,000.00

5.04 If an Eligible Person is entitled to coverage under two or more group insurance policies or group prepaid health care programs, including a CDS Program, then the Benefits of this Contract shall be provided as follows:

- (i) If the other policy or program(s) primarily covers services or expenses other than dental care, then this program shall be primary.
- (ii) If the other coverage is by a dental insurance policy or prepaid dental care program, the policy or program covering the patient as an employee shall be primary over the policy or program covering the patient as a dependent, and the policy or program covering the patient as a dependent child of a male person shall be primary over the policy or program covering the patient as a dependent of a female person (provided, however, that in the case of a dependent child of legally separated or divorced parents, if the mother has legal custody, then the policy or program covering the patient as a dependent of the mother, or as a dependent of her spouse if she has re-married, shall be primary over the policy or program covering the patient as a dependent of the natural father).

(iii) When primary coverage cannot be determined according to (i) and (ii) above, the program which has covered the eligible patient for the longer period of time shall be primary.

If the program provided by this Contract is "primary", as provided above, this program shall provide Benefits without regard to any policy or program, and if the program provided by this Contract is not "primary", this program shall provide Benefits only to the extent that services which are Benefits provided by this Contract are not fully paid for or provided under the terms of such other policy or program.

## ARTICLE VI — CONDITIONS UNDER WHICH BENEFITS SHALL BE PROVIDED

6.01 Benefits, except as otherwise provided in Article IV hereof, are available from the Eligibility Date of an Eligible Person.

6.02 While an Eligible Person may elect the service of any licensed Dentist, neither CDS nor Applicant undertakes to guarantee the availability of any particular Dentist.

6.03 As a condition precedent to the approval of claims hereunder, CDS shall be entitled to receive, to such extent as may be lawful, from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, such information and records relating to attendance to or examination of or treatment provided to an Eligible Person as may be required in the administration of such claims, or to require that an Eligible Person be examined by a dental consultant retained by CDS in or near his community or residence; provided, however, that CDS shall in every case hold such information and records as confidential.

6.04 The amounts payable by CDS with respect to services provided by a California Dentist who is not a Participating Dentist shall not exceed the applicable percentage herein specified of the fees charged, or of the Prevailing Fee, whichever shall be less.



- 6.05 The amounts payable by CDS with respect to services provided by a Dentist in another state or country who cooperates with CDS in the administration of the program shall be the applicable percentage specified above of fees charged up to the Customary fee in California.
- 6.06 Payment for Services provided by a Participating Dentist shall be made directly to the Dentist. CONTRACTS BETWEEN CDS AND ITS PARTICIPATING DENTISTS PROVIDE THAT, IN THE EVENT CDS FAILS TO PAY THE DENTIST, THE ELIGIBLE PERSON SHALL NOT BE LIABLE TO THE DENTIST FOR ANY SUMS OWED BY CDS.
- 6.07 Payment for services provided by a Dentist who is not a Participating Dentist may be made to an Eligible Person, and shall not be assignable. IN THE EVENT CDS FAILS TO PAY A DENTIST WHO HAS NOT CONTRACTED WITH CDS AS A PARTICIPATING DENTIST, THE ELIGIBLE PERSON MAY BE LIABLE TO THE DENTIST FOR THE COST OF SERVICE.
- 6.08 CDS shall not be obligated to pay claims submitted more than six (6) months after the date of providing the service. If a claim is denied due to a Participating Dentist's failure to make timely submission, the Eligible Person shall not be liable to such Dentist for the amount which would have been payable by CDS, provided that the Eligible Person advised the Dentist of his eligibility for Benefits at the time of treatment.
- 6.09 CDS shall prepare and furnish to each Participating Dentist and to any other Dentist of Eligible Person on request a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, duly completed in accordance with the terms thereof by the Dentist who provided the services and by the Eligible Person (or the patient's parent or guardian if such patient is a minor), shall be submitted to CDS at the address shown thereon.
- 6.10 CDS shall notify each claimant who submits a claim in accordance with paragraph 6.09 above if such claim is denied, in whole or in part, stating the reason or reasons for the denial. Within sixty (60) days after receipt of such notice a claimant may make a written request for review of such denial, by addressing such request to CDS, P.O. Box 7736, San Francisco, California 94120, Telephone (415) 864-9800, Attention: Benefit Services Department, stating the reasons the claimant believes that the denial of the claim was in error and requesting any pertinent documents which the claimant wishes to review. The Benefit Services Department of CDS will review the claim. If the review involves a determination as to the quality of services provided or the appropriateness of fees charged, and the matter cannot be resolved by CDS to the satisfaction of the claimant, it will be referred to a peer review committee of the appropriate dental society or association which will accept jurisdiction, and CDS agrees to be bound by the determination of such peer review committee. Unless reference to a peer review committee is required or other unusual circumstances arise, a decision on a request for review shall be provided and communicated to the claimant in writing within 120 days after receipt of a request for review.

## ARTICLE VII — OTHER CDS OBLIGATIONS

- 7.01 CDS shall advise Participating Dentists as follows:
- A. To complete and submit a standardized Attending Dentist's Statement, (ADS), prior to providing service, showing the Eligible Person's dental needs and the treatment necessary in the professional judgment of the Dentist.
  - B. To notify the patient of all actions taken by CDS with respect to such Attending Dentist's Statements, and
  - C. That such ADS need not be submitted prior to providing of services in the case of emergency service or in the case of brief, routine procedures.
- 7.02 CDS shall authorize such ADS for Benefits when satisfied from the ADS and other data that: (a) the patient is an Eligible Person hereunder, provided, however, that CDS may determine such eligibility on the basis of the latest list of Eligible Employees received by CDS, (b) the services proposed are Benefits under this Contract; and (c) that the total fees to be charged for such services to both CDS and the Eligible Person do not exceed the Participating Dentists' Usual, Customary and Reasonable fees. Such authorization shall be for a reasonable period up to a maximum of sixty (60) days, but shall not be required to extend beyond termination of the patient's eligibility, and may be revoked upon notice of such termination. In no event shall an authorization period extend beyond the termination date of this Contract.

- 7.03 CDS shall make no payment for any services provided to a patient who is not an Eligible Person hereunder at the time of providing the service, except to the extent of services provided during an unrevoked period of authorization issued by CDS pursuant to paragraph 7.02 of this Article, and except for completion of Single Procedures which were commenced at the time a patient was eligible, or was entitled Benefits by reason of such authorization. Applicants shall reimburse CDS for any erroneous payments made as a result of incorrect eligibility reporting by Applicant.
- 7.04 CDS shall provide professional review of the adequacy of services provided by Participating Dentists.
- 7.05 CDS shall furnish to Applicant on the Effective Date of this Contract and at reasonable times thereafter a directory of Participating Dentists who have agreed to provide the services described in this Contract. It is understood that the composition of such directory may be subject to change from time to time, and CDS reserves the right to change the directory without prior notice to the Applicant, but shall give notice within a reasonable time of any provider's termination or breach of contract, or inability to perform, which will materially and adversely affect Applicant. Current information concerning the Participating Dentist status of any Dentist may be obtained by telephoning the CDS Membership and Fee Listing Department at (415) 864-9800. The Dentists providing or contracting to provide dental services under this Contract shall be solely responsible therefor, and in no case shall CDS or Applicant be liable for any act or omission by such Dentists, their agents or employees.
- 7.06 CDS will issue to Applicant, and Applicant will make available to each Eligible Employee, an evidence of coverage summarizing the Benefits to which the employee is entitled and other provisions of this Contract. If any amendment to this Contract shall materially affect any Benefits described in such evidence of coverage, a corrected evidence of coverage, riders, or inserts showing the change shall be issued.

#### ARTICLE VIII — GENERAL PROVISIONS

- 8.01 No agent has authority to change this Contract or waive any of its provisions. No change in this contract shall be valid unless approved by an executive officer of CDS and evidenced by endorsement hereon.
- 8.02 Any dispute arising out of or relating to this Contract or the breach thereof between Applicant, CDS, a Participating Dentist, an Eligible Person or any of them, including any disagreement with a claim determination made by CDS after exhaustion of the procedure outlined in paragraph 6.10 of this Contract, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Los Angeles or San Francisco. Any party to a dispute, including an Eligible Person, may initiate arbitration by written notice to each other party to such dispute, stating the intention to arbitrate and describing the nature of the dispute, the amount involved, if any, and the remedy sought, and by filing two copies of such notice with the American Arbitration Association Regional Office in Los Angeles or San Francisco, together with the fee required by the Association.
- 8.03 If any portion of this Contract or any Amendment thereof shall be determined by any arbitrator, court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate this contract or any portion thereof other than such portion determined to be illegal, void or unenforceable, and all other portions of this Contract shall remain in full force and effect.
- 8.04 The parties agree that all questions regarding the interpretation or enforcement of this Contract shall be governed by the laws of the state of California, where the Contract was entered into and is to be performed. CDS is subject to the requirements of Chapter 2.2. of Division 2 of the California Health and Safety Code and of Subchapter 5.5 of Chapter 3 of Title 10 of the California Administrative Code. Any provision required to be in this Contract by either of the above shall bind CDS, whether or not provided in this Contract.
- 8.05 Both parties to this Contract agree to consult to the extent reasonably practical concerning all material published or distributed relating to this Contract. No such material shall be published or distributed which is contrary to the terms of this Contract.
- 8.06 Both parties to this Contract agree to permit and encourage the professional relationship between Dentist and patient to be maintained without interference.
- 8.07 Any notice under this Contract shall be sufficient if given by either Applicant or CDS to the other (or in the case of Applicant, to its Designated Agent) addressed as stated on page 2 of this Contract, and shall be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.

## ARTICLE IX - TERMINATION AND RENEWAL

9.01 This Contract may be terminated only for the following causes:

- (a) By CDS, upon Applicant's failure to pay Dues as provided in Article III, but only after the Applicant has been duly notified and billed for Dues and at least fifteen (15) days have elapsed since the date of notification.
- (b) By either Applicant or CDS, upon expiration of a Contract Term.

9.02 In the event of termination for failure to pay Amounts Payable, all Benefits shall terminate and CDS shall be released from all further obligations of this Contract, effective on the last day of the month in which written notice of termination is given, provided, however, that CDS shall make payment to Dentists for dental services authorized by CDS prior to termination and for dental services which are provided without prior authorization by a Dentist prior to receipt by him of notice of such termination of Benefits, in reliance upon this Contract.

9.03 Termination at the end of a Contract Term shall be at least sixty (60) days' written notice of termination given by the party desiring to terminate to the other party. In the event that CDS shall desire to change the Dues or Benefits effective at the end of any Contract Term, notice of such changes may be given to Applicant in writing within such 60 days' period, and shall have the effect of a notice of termination as of the end of the Contract term, unless an amendment to this Contract is mutually agreed upon between Applicant and CDS.

9.04 In the event of termination, Applicant shall remain liable to CDS for the full amount of all dentists' statements paid or otherwise discharged by CDS during the full term of this Contract, plus \$1.62 per eligible employee (to compensate CDS for its administration of the dental program) less amounts actually paid by Applicant to CDS.

9.05 Any person who believes that this Contract, or coverage hereunder, has been terminated or not renewed because of any Eligible Person's health status or requirements for health care services may request a review by the California Commissioner of Corporations, in accordance with Section 1365(b) of the California Health and Safety Code.

9.06 In the event of termination of this Contract for any cause, CDS shall not be required to authorize services beyond the termination date or to pay for services provided beyond such termination date, except for the completion of Single Procedures commenced while this Contract was in effect, which are otherwise Benefits under the terms of this Contract.

9.07 All Benefits shall terminate for any Eligible Person in the event that this Contract is terminated or such person ceases to be eligible under terms of this Contract, and CDS shall not be obligated to provide continuation of Benefits to any such person in such event.

ARTICLE X - ATTACHMENTS

The following documents are attached to this Contract and made a part hereof:

Appendix "B" Procedure Numbers  
Appendix "C" Orthodontic Benefit Rider

## APPENDIX "C" ORTHODONTIC BENEFIT RIDER

In consideration of the payments specified in paragraph 3.01 of the attached Contract, and subject to all of the terms and conditions thereof, except as herein otherwise specified, CDS agrees to provide Orthodontic Benefits to eligible dependent children, as follows.

1. Orthodontics are defined as the procedures performed by a licensed Dentist, involving surgical repositioning of the jaws in whole or in part and/or the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of malalignment of teeth and/or jaws which significantly interferes with their function.
2. CDS will pay or otherwise discharge 50 % of the lesser of the Usual, Customary and Reasonable fees or the fees actually charged for Orthodontics, provided that the amount payable to a Dentist who is not a Participating Dentist shall not exceed 50 % of the amounts for the corresponding services set forth in the Orthodontic Table of Allowances, a copy of which is attached hereto, marked Exhibit 1 and incorporated herein by reference. All payments shall be on a monthly or periodic basis, in accordance with the Dentist's normal billing practice.
3. The maximum amount payable by CDS for all Orthodontics rendered to each eligible dependent child shall be \$500.00 and the limitations on maximum amounts payable during a calendar year, if any, specified in the attached Agreement, shall not apply to Orthodontics.
4. EXCLUSIONS AND LIMITATIONS: In addition to the Exclusions and Limitations stated in Article IV to the attached Contract, the following exclusions and limitations shall apply to Orthodontic Benefits:
  - (a) The obligation of CDS to make monthly or other periodic payments for an Orthodontic treatment plan begun prior to the eligibility date of the patient shall commence with the first payment due following the patient's eligibility date. The above-mentioned maximum amount payable will apply fully to this and subsequent payments.
  - (b) The obligation of CDS to make monthly or other periodic payments for Orthodontics shall terminate on the payment due date next following the date the dependent child loses eligibility or the employee loses eligibility, or upon termination of treatment for any reason prior to completion of the case, or on the termination of the Contract, whichever shall occur first.
  - (c) CDS will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this program.
  - (d) X-rays and extraction procedures incident to Orthodontics are not covered by Orthodontic Benefits, but may be covered under the provisions of the attached Contract, subject to all of the terms and provisions thereof.

DATED: August 1, 1981

CALIFORNIA DENTAL SERVICE

BY

Fred Myland  
ASS'T. VICE PRESIDENT/OPERATIONS

**TABLE OF ALLOWANCES FOR ORTHODONTICS**  
(To be used for cases submitted by non-participating\* dentists)

**PROCEDURES**

**Orthodontic Treatment**

**Appliances for Minor Tooth Guidance**

|                  |                   |          |
|------------------|-------------------|----------|
| Procedure Number |                   |          |
| 840/08110        | Removable         | \$ 40.00 |
| 843/08120        | Fixed or cemented | 50.00    |

**Appliances to Control Harmful Habits**

|                  |                   |       |
|------------------|-------------------|-------|
| Procedure Number |                   |       |
| 844/08210        | Removable         | 40.00 |
| 845/08220        | Fixed or cemented | 50.00 |

**Interceptive Orthodontic Treatment Appliances**

|                  |                   |       |
|------------------|-------------------|-------|
| Procedure Number |                   |       |
| 846/08360        | Removable         | 50.00 |
| 847/08370        | Fixed or cemented | 50.00 |

**Permanent Dentition**

|                  |                                 |        |
|------------------|---------------------------------|--------|
| Procedure Number |                                 |        |
| 850/08560        | Class I, involving extraction   | 650.00 |
| 851/08561        | Class I, non-extraction         | 650.00 |
| 852/08562        | Class I, limited treatment      | 300.00 |
| 855/08570        | Class II, involving extraction  | 650.00 |
| 856/08571        | Class II, non-extraction        | 650.00 |
| 857/08572        | Class II, limited treatment     | 300.00 |
| 860/08580        | Class III, involving extraction | 650.00 |
| 861/08581        | Class III, non-extraction       | 650.00 |
| 862/08582        | Class III, limited treatment    | 300.00 |

**Transitional Dentition**

|                  |           |        |
|------------------|-----------|--------|
| Procedure Number |           |        |
| 870/08460        | Class I   | 350.00 |
| 871/08470        | Class II  | 350.00 |
| 872/08480        | Class III | 350.00 |

**Post-Treatment Stabilization (Retention)**

|                  |                   |       |
|------------------|-------------------|-------|
| Procedure Number |                   |       |
| 878/08750        | Removable         | 50.00 |
| 879/08751        | Fixed or cemented | 50.00 |

\*Non-participating Dentist — Dentist who does not agree to abide by the conditions governing dentist participation in California Dental Service group dental care program.



**McNAUGHTON BOOK SERVICE**  
A Division of Brodart, Inc. P.O. Box 3006,  
Williamsport, PA 17705 (717) 326-2461

APPROVED AS TO FORM

CHARLES B. MACK  
COUNTY COUNSEL

By W. D. Roth

S/T: 041385-7 DEPUTY COUNTY COUNSEL

# Letter of Agreement **FILED**

With Yolo County Library **OCT 15 1981**

535 Court Street  
Woodland, CA 95695

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY Pete E. Lucas  
DEPUTY

For Yolo County Library  
(See Specification Questionnaire)

Date  
September 16, 1981

For the 12-month period beginning November 1, 1981 through October 31, 1982,  
we will enter into agreement with McNaughton Book Service under the terms and  
conditions outlined below.

1. From current lists supplied by McNaughton, we will select our Basic Collection of 150 books.
2. Our McNaughton Plan entitles us to the following New Book Quotas:  
Monthly 15 Yearly 165  
I understand that books with a list price of \$ 20.00 or more count as two books toward these Quotas;  
and that Quotas for July and December are one-half the normal amount, to accommodate  
fluctuations in publishing.
3. For this initial 12-month service period, the following rates shall prevail: (Applicable taxes will be  
added unless a Tax Exemption Number is shown here \_\_\_\_\_.)
  - a) Monthly payments of \$ 155.03\* McNaughton guarantees to hold these prices firm for the  
period of this Agreement. Thereafter, rates are subject to change upon 60 days' written notice.  
OR
  - b) Annual pre-payment of \$ 1,860.36\* less 2% discount. Both initial and subsequent annual  
pre-payments guarantee that prevailing rates will be held firm for the 12-month service  
period in question.
4. Following the 12-month period specified in this Agreement, we may terminate our Plan by  
providing McNaughton with 60 days' written notice. Within 60 days of termination, we will return to  
McNaughton all books covered by this agreement which have not been transferred to our library  
by purchase.

**\*APPLICABLE FEDERAL, STATE AND/OR LOCAL TAXES WILL BE ADDED.**

For McNaughton Book Service  
A Division of Brodart, Inc.

[Signature]  
(Signature)  
Manager/McNaughton Division  
(Title)

cc: John Moore, Sales Consultant

For  
Yolo County Library

(Library)  
SAME Robert N. Black, Chairman of Board of  
Supervisors

[Signature]  
(Signature)

ATTEST: Pete E. Lucas, Clerk of the Board

[Signature]  
(Signature)  
Deputy



OCT 15 1981

AGREEMENT NO. 81-248

PETER LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]* DEPUTY

THIS AGREEMENT, made and entered into this 13th day of October, 1981, by and between the Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and County of Yolo, hereinafter referred to as COUNTY.

## W I T N E S S E T H:

1. SUPERINTENDENT has need of a Mental Health professional to provide certain Mental Health professional services as hereinbelow described.
2. COUNTY represents that it can provide said services and is willing to do so.

AMENDMENTS: Superintendent, in consideration of COUNTY'S promises contained in hereinafter recited agreements, and COUNTY, in consideration of SUPERINTENDENTS promises contained in hereinafter recited agreements, agree:

1. SERVICE OBLIGATIONS:

COUNTY will provide one qualified mental health professional for 200 student attendance days to provide the services listed on Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. PAYMENT:

SUPERINTENDENT will pay COUNTY TWENTY-FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT (\$25,688) upon invoice in accordance with the payment schedule attached hereto as Exhibit "B" and incorporated herein by reference thereto.

3. RELATIONSHIP OF PARTIES:

It is specifically understood and agreed that COUNTY is an independent contractor and is not subject to the direction and control of SUPERINTENDENT except as to final result. COUNTY shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security.

COUNTY agrees to indemnify and hold SUPERINTENDENT harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

4. COMPLIANCE WITH CODE:

COUNTY agrees to comply with all applicable provisions of the Community Services System Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations Section 205.50 regarding confidentiality of patient information.

5. AMENDMENTS: Except as provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

6. PROVIDER'S DESIGNATED REPRESENTATIVES:

- a. Responsibility for the implementation and administration of this agreement lies with COUNTY'S Director of Mental Health.
- b. Director of Mental Health shall designate operational representatives in writing to SUPERINTENDENT to perform liaison functions.

7. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to COUNTY or SUPERINTENDENT'S designated representative in writing subsequent to execution of the agreement, as applicable, at the last known address of either.

8. ASSIGNMENT/SUB-CONTRACTING:

1 a. COUNTY may not assign or sub-contract its responsibilities hereunder,  
2 it hereby being expressly acknowledged by parties that COUNTY'S  
3 expertise is unique.

4 9. COUNTY assumes all responsibility for professional services rendered  
5 pursuant to this agreement. COUNTY agrees to defend, indemnify and  
6 hold SUPERINTENDENT Harmless from any and all appeals, lawsuits, claims,  
7 liability or loss arising in any way out of the negligent performance of  
8 professional services pursuant to this agreement. SUPERINTENDENT assumes  
9 all responsibility for, and agrees to defend, indemnify and hold COUNTY  
10 harmless from, any and all public liability as distinguished from pro-  
11 fessional liability, appeals, lawsuits, claims, liability, or loss arising  
12 in any way out of the performance of this agreement.

13 10. TERM:

14 a. This agreement shall commence on July 1, 1981, and terminate  
15 June 30, 1982.

16 b. This contract can be terminated for cause or breach. If contract  
17 is terminated both parties will exert their best efforts in good  
18 faith to find alternatives for referred persons still requiring  
19 services of the type COUNTY renders.

20 IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
21 as of the day and year hereinabove setforth.

22 COUNTY OF YOLO, a political subdivision  
23 of the State of California

24 BY Robert M. Clark  
25 CHAIRMAN OF THE BOARD OF SUPERVISORS

26 ATTEST:

27 PETE E. LUCAS,  
28 Clerk of the Board of Supervisors

BY Deputy M. C. [Signature]  
DEPUTY

MENTAL HEALTH SERVICES

BY [Signature]  
DIRECTOR

Jack F. Potter  
Jack Potter, Yolo County Superintendent  
of Schools

EXHIBIT "A"

1. Provide short term parental counseling and training.
2. Assist staff and parents to develop and implement home and school behavior management programs.
3. Provide consultive services to instructional and administrative staff.
4. Provide such observation, evaluation, consultation or short term direct services to student referees as clinically indicated.
5. CASE CONSULTATION AND INFORMATION EXCHANGE: At times and places of mutual convenience upon reasonable notice. Reasonableness for this purpose shall be construed in light of the urgency of each circumstance as it arises.

EXHIBIT "B"

County Superintendent of Schools shall pay Mental Health Services  
TWENTY-FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$25,688) in  
advance of commencement of the term of the contract for services  
required for fiscal year 1981-82.

OCT 15 1981

AGREEMENT NO. 81-249

PETE E. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY *[Signature]*  
DEPUTY

(For Certain Counseling Services)

THIS AGREEMENT, made and entered into this 13th day of October, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Dr. Phyllis Watts, Clinical Psychologist, hereinafter referred to as PROVIDER.

## W I T N E S S E T H:

RECITALS:

1. Under the auspices of the County Superintendent of Schools, COUNTY has been allocated funding to provide school based counseling.
2. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out by COUNTY'S Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. PROVIDER represents that it can provide the hereinbelow and above described specific services.
- COUNTY is prepared at the time of execution of this agreement to contract for said services.
- PROVIDER is prepared to undertake the obligation to provide said services.
4. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to preceeding with any services hereunder contemplated.
5. PROVIDER acknowledges that COUNTY executes this agreement in reliance upon PROVIDER'S hereinabove recited representation and that COUNTY would not execute this agreement if PROVIDER could not so represent.
6. PROVIDER and COUNTY, therefore, wish to enter into a contract for the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises

1 contained in hereinafter recited agreements, agree:

2 1. PROVIDER'S SERVICE OBLIGATIONS:

3 Upon referral of AGENCY:

- 4 a. Provide short term parental counseling and training.
- 5 b. Assist staff and parents to develop and implement home and school
- 6 behavior management programs.
- 7 c. Provide consultive services to instructional and administrative
- 8 staff.
- 9 d. Provide such observation, evaluation, consultation or short term
- 10 direct services to student referees as clinically indicated.
- 11 e. CASE CONSULTATION AND INFORMATION EXCHANGE: At times and places
- 12 of mutual convenience upon reasonable notice. Reasonableness for
- 13 this purpose shall be construed in light of the urgency of each
- 14 circumstance as it arises.
- 15 f. Provide professional services for two hundred (200) student
- 16 attendance days.

17 2. COUNTY'S DESIGNATED REPRESENTATIVES:

- 18 a. Responsibility for this agreement lies with AGENCY'S director of
- 19 Mental Health.
- 20 b. Director of Mental Health may designate operational representatives
- 21 from time to time in writing to PROVIDER to perform specific tasks
- 22 or liaison functions.

23 3. ASSIGNMENT/SUB-CONTRACTING:

- 24 a. PROVIDER may not assign or sub-contract its responsibilities here-
- 25 under, it hereby being expressly acknowledged by parties that
- 26 PROVIDER'S expertise is unique.

27 4. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that

28 PROVIDER is an independent contractor and is not subject to the direction



1 and control of COUNTY except as to final result. PROVIDER shall be solely  
2 liable and responsible to pay all required taxes and other obligations,  
3 including, but not limited to, applicable withholding taxes and Social  
4 Security. PROVIDER agrees to indemnify and hold COUNTY harmless from  
5 any liability which it may incur to the Federal or State Governments as  
6 a result of this contract.

- 7 5. LIABILITY: COUNTY assumes all responsibility for professional services  
8 covered under the performance of this agreement. COUNTY agrees to de-  
9 fend, indemnify and hold PROVIDER harmless from any and all claims, lia-  
10 bility or loss arising in any way out of the negligent performance of this  
11 agreement. COUNTY does not assume responsibility or agree to defend,  
12 indemnify, or hold PROVIDER harmless from claims, liability or loss  
13 arising from intentional conduct of PROVIDER.

14 5. COMPLIANCE WITH CODE:

- 15 a. PROVIDER agrees to comply with all applicable provisions of the  
16 Community Services Systems Manual, Title 9 and 22 of the California  
17 Administrative Code, and the Welfare and Institutions Code commencing  
18 with Section 5328 and Title 45 of Federal Regulations Section 205.50  
19 regarding confidentiality of patient information.

20 7. PAYMENT:

- 21 a. Upon execution of this agreement and within a reasonable time from  
22 PROVIDER'S submission of an invoice in form prescribed by AGENCY,  
23 detailing work performed in the preceeding month and claiming the  
24 amount due for the month, and upon the acceptance by the Director  
25 of Mental Health Services of the Invoices as complete and reflective

26 / / / /

27 / / / /

28 / / / /

1 of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER  
2 TWO THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS and TWENTY-SEVEN  
3 CENTS (\$2,335.27) per month for services rendered.

4 b. The maximum total to PROVIDER under the terms of this agreement  
5 will not exceed TWENTY FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS  
6 (\$25,688).

7 8. AMENDMENTS: Except as provided herein, the body of this agreement to-  
8 gether with any exhibits attached hereto, fully expresses all understand-  
9 ing of the parties concerning all matters covered and shall constitute  
10 the total agreement. Except as provided herein, no additions to, or  
11 alterations of the terms of this agreement, whether by written or verbal  
12 understanding of the parties, their officers, agents or employees shall  
13 be valid unless made in the form of a written amendment to this agreement  
14 which is formally approved and executed by parties or their successors  
15 in office or interest.

16 9. NOTICE: Any notice to be given parties to this agreement may be given  
17 personally or by depositing same post-marked and registered in the United  
18 States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein  
19 designated representatives, as applicable, at the last known address of  
20 either.

21 10. TERM:

22 a. This agreement shall commence on August 1, 1981, and terminate  
23 June 31, 1982, unless sooner cancelled by either party upon thirty  
24 (30) days written notice to the other of such intent.

25 b. Should either party give notice of cancellation both parties shall  
26 exert their best efforts in good faith to find alternatives for  
27 referred persons still requiring services of the type PROVIDER  
28 renders.

1 IN WITNESS WHEREOF, the parties hereto have executed this agree-  
2 ment as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision  
4 of the State of California

5 BY Robert M. Blank  
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 Pete E. Lucas  
9 Clerk of the Board of Supervisors

10 BY Phyllis M. Watts  
11 DEPUTY

12 Phyllis Watts  
Phyllis Watts

13 MENTAL HEALTH SERVICES

14 BY W. Thomas  
15 Director

16 The undersigned Deputy Clerk  
17 of the Board of Supervisors  
18 certifies that pursuant to  
19 Section 25103 of the Govern-  
20 ment Code, delivery of this  
21 document has been made to the  
22 Chairman of the Board of  
23 Supervisors.

24 PETE E. LUCAS,  
25 CLERK OF THE BOARD  
26 OF SUPERVISORS

27 Phyllis M. Watts  
28 Deputy

29 APPROVED AS TO FORM

30 CLERK OF THE BOARD  
31 OF SUPERVISORS

32 BY Elizabeth A. Holtz  
33 DEPUTY CLERK OF COUNCIL

OCT 15 1981

PETE F. LUCAS, Clerk of the  
BOARD OF SUPERVISORS  
BY: *[Signature]*  
DEPUTY

AGREEMENT NO. 81-250

(For Certain Described Services)

THIS AGREEMENT, made and entered into this 13th day of October, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Yolo Community Care Continuum, a private non-profit corporation, hereinafter referred to as PROVIDER.

## WITNESSETH:

## RECITALS:

1. Under the auspices of the Bates Act, Pt. 1: Div. 5, W&I Ch. 5, Sect. 5450, COUNTY has been allocated special funding by the State Department of Mental Health to develop, implement and operate a Community Residential Treatment System, hereinafter referred to as the SYSTEM.
2. COUNTY'S responsibilities with respect to the SYSTEM and funds allocated to it are carried out in accordance with the State Mental Health and Community Services System Manual by COUNTY'S Health Services Agency, Mental Health Division, hereinafter referred to as AGENCY.
3. Contemplated client service-oriented elements of the SYSTEM include, but are not limited to Continuing Care Services; Family Counseling; Transitional Care Services; Long Term Residential Services; Vocational, Placement and Pre-Vocational Services; Crisis Intervention Services; Socialization Services; Satellite Housing; and Administrative Services.
4. PROVIDER represents that it can provide part of the SYSTEM and the hereinbelow and above described specific services which comprise part of the SYSTEM.
5. COUNTY is prepared, at the time of execution of this Agreement, to contract for: Long Term Residential Services; Vocational, Placement, and Pre-Vocational

1 Services; Socialization Services; Administrative Services; and Satellite Hous-  
2 ing Subsidy, hereinbelow described. PROVIDER is prepared to undertake the  
3 obligation to provide said elements and services.

4 6. PROVIDER represents that it either possesses all applicable required licenses or  
5 will possess provisional licenses and will apply for full licensure prior to  
6 proceeding with any services hereunder contemplated.

7 7. PROVIDER represents that it keeps abreast of developments in Health Care Plan-  
8 ning Requirements and will continue to do so. PROVIDER represents that it will  
9 comply with any such requirements which apply or come to apply to it and effect  
10 the rendering of services hereunder.

11 8. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon  
12 PROVIDER'S hereinabove recited representations and that COUNTY would not exe-  
13 cute this Agreement if PROVIDER could not so represent.

14 9. PROVIDER and COUNTY, therefore wish to enter into a contract for the herein de-  
15 scribed elements and services.

16 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-  
17 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises  
18 contained in hereinafter recited agreements, agree:

19 1. PROVIDER'S SERVICE OBLIGATIONS:

20 a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and  
21 incorporated herein by reference thereto; the Action Plan, attached hereto  
22 as Exhibit "B" and incorporated herein by reference thereto; and Program  
23 Budget attached hereto or Exhibit "C" provide to clients of the SYSTEM,  
24 upon the written referral of AGENCY, the following listed elements:

25 (1) Administrative Services: provide overall coordination and direction of  
26 all contracted Yolo Community Care Continuum elements of the SYSTEM

1 including adherence to participation in the Working Protocol and  
2 Action Plan.

3 (2) Socialization Services: Provide rehabilitative programs through opera-  
4 ting three (3) Socialization Centers in Yolo County. These Sociali-  
5 zation Centers shall be located in Davis, Woodland, and Bryte. The  
6 programs of each Socialization Center will offer scheduled social  
7 activities five (5) days a week flexibility of days each week to allow  
8 for weekend and evening operations.

9 (3) Long Term Residential Facility: Provide licensed long term residential  
10 service through maintenance of an average of eight (8) clients daily.  
11 The facility shall operate twenty-four (24) hours daily. Rehabili-  
12 tative activities at the Long Term Residential Facility must be in-  
13 cluded as an integral part of other elements of the SYSTEM. Other ele-  
14 ments of the SYSTEM may be integrated and operated at the Long Term  
15 Residential Facility.

16 (4) Vocational, Placement and Pre-Vocational Services: Provide  
17 vocational-rehabilitative programs through work-based activities and  
18 job counseling/placement. Work activities program shall include  
19 painting, and maintenance projects and one other vocational activity  
20 program to be defined and developed. Progress of clients through  
21 pre-vocational, vocational and placement must be monitored and  
22 recorded.

23 (5) Housing Subsidy Program: Provides partial payment and supervision for  
24 rental residential units. Yolo Community Care Continuum shall continue  
25 to find other appropriate residential units where the housing rental  
26 subsidy can be utilized and, where possible, apply some of the funds

1 in this element toward expansion of the program.

2 (6) Portion of Program Director's Salary at Sihaya House: Provides aug-  
3 mented salary as Bates portion of a twenty-four-hour (24-hour) halfway  
4 house in Davis. Other funds for Sihaya House are Short-Doyle Funds.  
5 Sihaya House provides residential space for six (6) clients and shall  
6 maintain an average of five (5) clients daily.

7 b. PROVIDER will designate a representative or representatives for adminis-  
8 tration and clinical matters within one week of execution of this  
9 Agreement, and so notify COUNTY'S herein designated representatives in  
10 writing.

11 c. PROVIDER will submit a copy of its current Equal Employment Opportunity plan  
12 to COUNTY'S herein designated representatives within ninety (90) days of  
13 the execution of this Agreement.

14 d. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated  
15 representatives that said contracted elements of the SYSTEM herewithin de-  
16 scribed are provided and an adequate information system to operate and  
17 evaluate the elements is developed and implemented jointly with the AGENCY.  
18 Said demonstration shall be made to AGENCY through both the submission of a  
19 monthly statistical report in the form specified in the Working Protocols  
20 attached hereto as Exhibit "A" and incorporated herein by reference thereto  
21 and onsite monitoring by COUNTY'S herein designated representatives.

22 2. AGENCY'S SERVICE OBLIGATIONS:

23 a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the  
24 requirements and criteria promulgated from time to time by the State De-  
25 partment of Mental Health and Yolo County Mental Health Services.

26 b. CASE MANAGEMENT: Provide Case Management in accordance with the Working



1 Protocols attached hereto as Exhibit "A" and incorporated herein by refer-  
2 ence thereto.

3 c. CLINICAL SERVICES:

- 4 (1) Accept referrals from PROVIDER for the purposes of EVALUATION,  
5 DIAGNOSIS, PRESCRIPTION, and/or TREATMENT in accordance with the Work-  
6 ing Protocols attached hereto as Exhibit "A" and incorporated herein  
7 by reference thereto. Performs said evaluations, diagnosis,  
8 prescription, and/or treatment services;  
9 (2) Coordinate and identify TREATMENT PLANS for clients of the SYSTEM;  
10 (3) Provide CRISIS INTERVENTION and PSYCHIATRIC CONSULTATION and back-up  
11 CLINICAL SERVICES in accordance with the Working Protocols attached  
12 hereto as Exhibit "A" and incorporated herein by reference thereto.

13 d. DESIGNATE a representative or representatives for administrative and program  
14 affairs.

15 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 16 a. Responsibility for this Agreement lies with AGENCY'S Director of Mental  
17 Health.  
18 b. Director of Mental Health may designate operational representatives from  
19 time to time in writing to PROVIDER to perform specific tasks or liaison  
20 functions.

21 4. ASSIGNMENT/SUB-CONTRACTING:

- 22 a. PROVIDER may not assign, but may sub-contract, its responsibilities on the  
23 advance written authorization of COUNTY'S herein designated representative.  
24 b. It is expressly understood by PROVIDER that a grant of permission to  
25 sub-contract by the AGENCY is not a release of PROVIDER from accountability  
26 for any of the obligations and conditions set out in this Agreement.

1 c. It is further expressly understood and agreed upon by PROVIDER that  
2 PROVIDER'S payment of its sub-contractors and proof of that payment are  
3 conditions precedent and subsequent to COUNTY'S obligation to pay PROVIDER  
4 for services rendered in any month for which such proof is required by  
5 AGENCY.

6 5. RECORDS:

7 a. PROVIDER shall for the latter of four (4) years or the resolution of audit  
8 findings, maintain and retain records of services rendered and all receipts  
9 and expenditures, for whatever purposes received or expended, in accordance  
10 with generally accepted accounting principles, separately identifying reve-  
11 nues received, expenditures made, and services rendered pursuant to this  
12 Agreement.

13 b. PROVIDER shall make said records available for audit by COUNTY or STATE  
14 auditors upon the request of AGENCY'S designated representatives. Said re-  
15 quest will provide at least one full working day's notice of the impending  
16 audit. STATE, AGENCY, or COUNTY shall have the right to inspect or other-  
17 wise evaluate the quality, appropriateness, and timeliness of services  
18 performed and to audit and inspect any books and records of PROVIDER which  
19 pertain to services performed and determination of amounts payable  
20 hereunder.

21 c. PROVIDER agrees to hold COUNTY harmless from any claim of liability in-  
22 cluding costs and attorneys' fees, arising from audit exceptions taken by  
23 any audit agency based upon Chapter 9 of the Community Services Manual.  
24 This shall include, but is not limited to: (1) any order that COUNTY pay to  
25 any responsible agency any amount of money; (2) any order whereby any  
26 agency withholds from subsequent payments any amount of money; as a result

1 regulations or administrative rulings promulgated pursuant thereto or with  
2 any Federal, State or Local Laws, regulations, or ordinance made applicable  
3 thereby. PROVIDER agrees that it has read and understands Chapter 9 of the  
4 Community Services Manual and will comply with the requirements contained  
5 therein.

6 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER  
7 is an independent contractor and is not subject to the direction and control of  
8 COUNTY except as to final result. PROVIDER shall be solely liable and respon-  
9 sible to pay all required taxes and other obligations, including, but not  
10 limited to, applicable withholding taxes and Social Security. PROVIDER agrees  
11 to indemnify and hold COUNTY harmless from any liability which it may incur to  
12 the Federal or State Governments as a result of this contract.

13 7. LIABILITY:

- 14 a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless from any and  
15 all claims, liability, or loss arising from PROVIDER'S performance under  
16 this Agreement.
- 17 b. Without in any way intending to limit or abrogate the effect of the herein-  
18 above recited Agreement, PROVIDER shall purchase and maintain for the dura-  
19 tion of this Agreement: (1) either public liability insurance policies in  
20 the amount of \$1,000,000/\$1,000,000 without allied professional staff  
21 liability coverage and a separate professional liability policy in the  
22 amount of \$250,000/\$600,000 and a separate vehicular liability policy; and  
23 (2) a Workman's Compensation policy. Said liability policies shall name  
24 COUNTY as a co-insured party for all purposes; and PROVIDER shall deliver  
25 certificates of all insurance policies purchased pursuant to the terms of  
26 this agreement to COUNTY'S herein designated representatives within ninety

1 (90) days of execution of this Agreement.

2 8. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory prac-  
3 tices and will take affirmative action to provide equal opportunity in employ-  
4 ment or personnel, assignment of accommodations, or in any other respect on the  
5 basis of race, handicap, color, sex, religion, national origin, or ancestry,  
6 other than those benign, non-adverse, forms of discrimination collectively  
7 known in common parlance as "Affirmative Action", as sanctioned and authorized  
8 by State and Federal Statute and regulation and court decision.

9 9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by  
10 reference thereto are Working Protocols describing and governing the working  
11 relationships of parties. Said Working Protocols bind parties as if fully set  
12 out herein, but may be modified without formal amendment of this Agreement so  
13 long as said modification does not vary the provisions specifically set out  
14 herein, as in writing, and represents a bilateral agreement of AGENCY and  
15 PROVIDER. Said Working Protocols shall include as a minimum a plan for case  
16 management; provisions by which AGENCY shall be involved in the admission  
17 process; the selection screening process; a control system for the rent  
18 subsidies; the respective roles of AGENCY and PROVIDER in Treatment Planning,  
19 Case Consultation, and Clinical referral; the format for statistical reports  
20 required by this Agreement; procedures for AGENCY'S case managers to obtain  
21 access to clients, personnel, or records required to perform their function;  
22 procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and  
23 for return of information generated by those referrals; AGENCY'S operational  
24 representatives and their function; and any role AGENCY is to play in review of  
25 PROVIDER'S professional activities.

26 10. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by refer-

1       ence thereto is PROVIDER'S Action Plan for providing the services which are the  
2       subject of this Agreement. Said Action Plan binds parties as if fully set out  
3       herein, and may only be modified with the approval of the Yolo County Board of  
4       Supervisors. Said Action Plan shall include as a minimum: provisions that  
5       applicable admissions policies will state that patients or clients are accepted  
6       for care without adverse discrimination based upon race, color, religion, sex,  
7       handicap, national origin, or ancestry; provision describing PROVIDER'S proce-  
8       dures for identifying clinical needs and referring clients to provider other  
9       than agency; provisions stating that PROVIDER will specify in writing to refer-  
10      ees other than AGENCY; that said referrals of the SYSTEM'S clients shall not be  
11      compensated by PROVIDER or COUNTY except on the written authorization of  
12      AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved  
13      clients or patients of PROVIDER; provisions listing and describing the specific  
14      services which are the subject of this Agreement, the operational plan for  
15      rendering these services, and the capacity and classifications of persons or  
16      names of sub-contractors who will provide said services; provisions listing  
17      required licenses, target dates for obtaining, and dates obtained provisionally  
18      and finally, a schedule for implementing the services which are the subject of  
19      the Agreement; and provisions stating that PROVIDER shall utilize the Uniform  
20      Method of Determining Ability to pay and, when billing patients, the Billing  
21      and Collection Guidelines prescribed by the Director of the State Department of  
22      Health. The hereinabove described operational plan will be designed to have a  
23      rehabilitation focus which encourages clients to become more independent and to  
24      encourage client participation in the daily operation of the setting in  
25      development of treatment and rehabilitation planning and evaluation.

26   11. COMPLIANCE WITH CODE:

- 1 a. PROVIDER agrees to comply with all applicable provisions of the Community  
2 Services Systems Manual, Title 9 and 22 of the California Administrative  
3 Code, and the Welfare and Institutions Code commencing with Section 5328  
4 and Title 45 Code of Federal Regulations' Section 205.50 regarding  
5 confidentiality of patient information.
- 6 b. PROVIDER shall utilize the Uniform Method of Determining Ability to Pay and,  
7 when billing patients, the Billing and Collection Guidelines prescribed by  
8 the Director of the State Department of Mental Health.

9 12. PAYMENT:

- 10 a. Upon execution of this Agreement and within a reasonable time from  
11 PROVIDER'S submission of the invoice which attaches the statistical report  
12 described hereinabove in Agreement 1 b, details work performed in the pre-  
13 ceeding month by program element, certifies that sub-contractors have been  
14 paid, and claims the amount due for the month, and upon the acceptance by  
15 the Director of Mental Health Services of the statistical report as com-  
16 plete and reflective of the satisfactory progress of PROVIDER towards its  
17 objective, COUNTY will advance PROVIDER'S costs per month for services ren-  
18 dered in accordance with the program element budgets attached as Exhibit  
19 "C" and incorporated herein by reference thereto. Changes within major  
20 object totals and transfers of less than 10% between major object totals may  
21 be made by PROVIDER upon written notice to AGENCY, except that no change  
22 may be made to the budgeted Fixed Assets Total.
- 23 b. The maximum total payment to PROVIDER under the terms of this Agreement will  
24 not exceed the lesser of the cost of operating the services which are the  
25 subject of this Agreement, or Five Hundred Forty One Thousand Two Hundred  
26 Seventy-Six DOLLARS (\$541,276). The accumulation of monthly payments made

1 by COUNTY to PROVIDER will be reconciled to PROVIDER operating costs by  
2 PROVIDER by vehicle of a cost report to AGENCY within ninety (90) days of  
3 the close of the COUNTY fiscal year. Any funds paid over cost will be re-  
4 turned by PROVIDER to COUNTY or credited against payments for any contin-  
5 uing relationship, at the election of COUNTY. Should allowable costs exceed  
6 payments made COUNTY will reimburse PROVIDER for those costs up to the  
7 total hereinabove recited maximum.

8 c. Where a herein recited report and/or claim is due from PROVIDER within a  
9 month, payment for that month is expressly conditioned on the acceptance by  
10 COUNTY'S herein designated representative of the PROVIDER'S progress to be  
11 as agreed.

12 d. Approval of PROVIDER'S records as audited to be accurate and in accordance  
13 with all applicable guidelines and regulations is a condition subsequent to  
14 COUNTY'S obligation to pay the amount represented by any exception taken by  
15 the auditors.

16 e. Obtainment and maintenance of required licenses for PROVIDER to provide the  
17 services for which the subject of this Agreement is a condition  
18 precedent/subsequent to COUNTY'S payment for services rendered any month in  
19 which the licenses are not maintained.

20 f. Submission of the Equal Opportunity Plan hereinabove described is a condi-  
21 tion precedent to COUNTY'S obligation to pay the claim for the month in  
22 which the Plan is due.

23 g. COUNTY'S excuse of any given condition precedent or subsequent in any given  
24 circumstance does not constitute a waiver of either that condition  
25 precedent or subsequent or any other condition precedent or subsequent as  
26



1 to future circumstances. Where there is a doubt as to the proper  
2 characterization of a provision as a promise or a condition it shall be  
3 construed to be both a promise and a condition.

4 h. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that  
5 COUNTY, in pressing claims pursuant to this Agreement, will be recognized  
6 as the creditor of first priority.

7 13. AMENDMENTS: Except as provided herein, the body of this Agreement together with  
8 any exhibits attached hereto, fully expresses all understanding of the parties  
9 concerning all matters covered and shall constitute the total agreement. Except  
10 as provided herein, no additions to, or alterations of the terms of this  
11 Agreement, whether by written or verbal understanding of the parties, their  
12 officers, agents, or employees shall be valid unless made in the form of a  
13 written amendment to this Agreement which is formally approved and executed by  
14 parties or their successors in office or interest.

15 14. NOTICE: Any notice to be given parties to this Agreement may be given person-  
16 ally or by depositing same post-marked and registered in the United States  
17 Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated  
18 representatives, as applicable, at the last known address of either.

19 15. TERM:

20 a. This Agreement shall commence upon execution and terminate June 30, 1982,  
21 unless sooner cancelled by either party upon thirty (30) days written  
22 notice to the other of such intent.

23 b. Should either party give notice of cancellation both parties will exert  
24 their best efforts in good faith to find alternatives for referred persons  
25 still requiring services of the type PROVIDER renders.  
26

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political sub-  
4 division of the State of  
5 California

6 Robert M. Blank  
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST PETE E. LUCAS, Clerk of the  
9 Board of Supervisors

10 BY Charles M. Cooper  
11 DEPUTY

12 YOLO COMMUNITY CARE CONTINUUM

13 BY Robert K. Strong  
14 PRESIDENT

15 MENTAL HEALTH SERVICES

16 BY Carl Thompson  
17 DIRECTOR

18 The undersigned Deputy Clerk  
19 of the Board of Supervisors  
20 certifies that pursuant to  
21 Section 25163 of the Govern-  
22 ment Code, delivery of this  
23 document has been made to the  
24 Chairman of the Board of  
25 Supervisors.

26 PETE E. LUCAS,  
CLERK OF THE BOARD  
OF SUPERVISORS

Charles M. Cooper  
Deputy

APPROVED AS TO FORM  
CHARLES R. MACK  
COUNTY COUNSEL

By Elizabeth A. Holtz  
DEPUTY COUNTY COUNSEL